

No. 10688

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United States  
Circuit Court of Appeals

For the Ninth Circuit.

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NATIONAL LABOR RELATIONS BOARD,  
Petitioner,

vs.

GILFILLAN BROS., INC.,

Respondent.

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Transcript of Record

In Two Volumes

VOLUME I

Pages 1 to 342


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Upon Petition for Enforcement of an Order of the  
National Labor Relations Board

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National Labor Relations Board



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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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BOARD'S EXHIBIT No. 1-A

United States of America  
Before the National Labor Relations Board  
21st Region

Case No. XXI C2281

Date Filed 3/8/43

In the Matter of—

GILFILLAN BROS. INC.,

and

INTL. ASSN. OF MACHINISTS, DISTRICT  
LODGE No. 94, for and on behalf of LODGE  
311, AFL

CHARGE

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Gilfillan Bros. Inc. at 1815 Venice Blvd., Los Angeles, California (DRexel 5131) employing 375 workers in manufacture of hydraulics and cables has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) (2) and (3) of said Act, in that the Company, by its officers, agents and employees, has dominated and interfered with the operation and administration of the Employees Mutual Association and has contributed financial and other support thereto, in violation of Section 8, subsection (2) of said Act.

On or about the dates hereinafter specified, the Company, by its officers, agents and employees, terminated the employment of:

Myrtice DeShazo	2/22/43	Eloise Long	2/22/43
Mary Higgins	2/22/43	Daisy Mix	2/22/43
Rex D. Janes	2/23/43	Walter Ramsey	2/23/43
Edna Jones	2/22/43	Ella Richardson	2/22/43
Bill Klingaman	2/23/43	Mary Sharman	2/22/43
		Alice Taylor	2/22/43

because of their membership and activities in behalf of Lodge No. 311, International Association of Machinists, a labor organization, and at all times since such dates it has refused and does now refuse to reinstate the above named employees, in violation of Section 8, subsection (3) of said Act.

By the acts set forth in the paragraphs above, and by other acts and statements, the Company, by its officers, agents and employees, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the said Act, in violation of Section 8, subsection (1) of said Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affilia-

tion of organization, and name and official position of the person acting for the organization.)

INTL. ASSN. OF MACHINISTS,  
DISTRICT LODGE NO. 94, for  
and on behalf of LODGE 311,  
AFL

By: ROSCOE V. ICKES

Roscoe V. Ickes, Organizer  
532 Maple Ave., Los Angeles,  
Calif. Phone: MUtual 2389

Subscribed and sworn to before me this 8 day of  
March, 1943, at Los Angeles, California.

QUENTIN OGREN

Quentin Ogren, Field Examiner  
National Labor Relations Board,  
21st Region, Los Angeles, Calif.

---

BOARD'S EXHIBIT No. 1-B

[Title of Board and Cause.]

Case No. 21 C2281

Date Filed 5/5/43

FIRST AMENDED CHARGE

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Gilfillan Bros., Inc. at 1815 Venice Blvd., Los Angeles, California (DRexel 5131) employing 400 workers in the manufacture of aircraft parts has engaged in and is engaging in unfair labor practices

within the meaning of Section 8 subsections (1) (2) and (3) of said Act, in that on or about January 1, 1937, the company, by its officers, agents and employees, formed among its employees at its Los Angeles plant a labor organization known as the Employees Mutual Association, and at all times since said date has dominated and interfered with the operation and administration of the said Employees Mutual Association, and has contributed financial and other support thereto, in violation of Section 8, subsection (2) of said Act.

On or about February 22, 1943, the company, by its officers, agents and employees terminated the employment of:

Bess Allison	Daisy Mix
Anna Cox	Ella Richardson
Myrtice De Shazo	Mary Sharman
Mary Elsenius	Alice Taylor

because of their membership and activities in behalf of Lodge No. 311, International Association of Machinists, a labor organization, and at all times since such date it has refused and does now refuse to reinstate the above-named employees, in violation of Section 8, subsection (3) of said Act.

Further, the company, by its officers and agents, interfered with and discouraged the efforts of its employees at self-organization by making derogatory and uncomplimentary statements to employees regarding the Union; by stating to employees that union membership would not serve to better their wages or other conditions of employment, that such



membership would in fact render such conditions less favorable; by referring to members as racketeers; by threatening to eliminate overtime work; by granting wage increases without notice to the Union and by denying the company bulletin boards to the Union although permitting their use by the Association.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization, name and official position of the person acting for the organization.)

INTL. ASSN. OF MACHINISTS,  
DISTRICT LODGE No. 94, and  
on behalf of LODGE 311, AFL

By: ROSCOE V. ICKES

Roscoe V. Ickes, Organizer

532 Maple Ave., Los Angeles,  
Calif. Phone: MUtual 2389

Subscribed and sworn to before me this 5th day of  
May, 1943. At Los Angeles, California.

QUENTIN OGREN

Quentin Ogren, Field Examiner  
National Labor Relations Board,  
21st Region, Los Angeles, Calif.

## BOARD'S EXHIBIT No. 1-C

[Title of Board and Cause.]

## COMPLAINT

It having been charged by the International Association of Machinists, District Lodge #311, affiliated with the American Federation of Labor, hereinafter referred to as the "Union", that Gilfillan Bros., Inc., a corporation, hereinafter referred to as the "Respondent", at Los Angeles, California, has engaged in and is now engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, approved July 5, 1935, 49 Stat. 449, hereinafter referred to as the "Act", the National Labor Relations Board by the Regional Director for the Twenty-first Region designated as agent of said National Labor Relations Board by its Rules and Regulations, Series 2, as amended, hereby issues its Complaint and alleges the following:

1. Respondent is, and at all times mentioned herein, has been a corporation organized and existing under and by virtue of the laws of the State of California. Respondent has its offices and place of business at Los Angeles, California, where it is engaged in the manufacture of airplane parts and kindred products.

2. Respondent, in the course and conduct of its business and in the operation of its plant at Los Angeles, California, causes and has continuously caused large quantities of its products to be sold, trans-

ported and distributed in interstate and foreign commerce from its plant at Los Angeles, into and through States of the United States other than California and into foreign countries.

3. Respondent in the course and conduct of its business and in the operation of its plant at Los Angeles, causes and has continuously caused large quantities of materials, supplies, machinery and equipment to be purchased and transported in interstate and foreign commerce from and through States of the United States other than the State of California to its plant at Los Angeles, California.

4. District Lodge #94 and #311 of the International Association of Machinists, A.F.L. and the Employees Mutual Association, hereinafter referred to as the "Association", are labor organizations within the meaning of Section 2, subdivision (5) of the Act.

5. Respondent, while engaged at its place of business at Los Angeles, as described in paragraphs 1, 2, and 3 above, by and through its officers, agents and supervisors, including without limitation John K. Semple, S. W. Gilfillan, I. B. Sparks, Louis Winterburn, Oswald Lindberg, Marjory Geobels, Laurita Schwertfeger, Roy Johnson and Richard Wattleton did, on or about January 1, 1937, sponsor, promote, encourage, assist, financially and otherwise, and interfered with the formation of the Association, and has at all times since that date dominated and interfered with the administration of said Association and contributed support thereto.

6. Respondent while engaged in the course of conduct described in paragraph 5 above, did on or about January 1, 1937, and at yearly intervals since that time, including most recently on or about April 30, 1943, enter into alleged collective bargaining agreements with the Association, by the terms of which said agreements the Association was recognized as exclusive collective bargaining representative of Respondent's employees. Said agreements were executed while the Respondent was engaged in assisting, encouraging and maintaining the contracting labor organization, as more fully described in paragraph 5 above, and said agreements therefore were and are invalid, illegal, void and of no effect, and should be set aside in order to effectuate the policies of the Act.

7. By the acts and each of them described in paragraphs 5 and 6 above, Respondent has engaged and is engaging in unfair labor practices within the meaning of Section 8 (2) of the Act.

8. Respondent, while engaged at its place of business at Los Angeles, as described in paragraphs 1, 2 and 3 above, did, on or about February 22, 1943, discharge the following named employees:

Bess Allison, Anna Cox, Myrtise De Shazo, Mary Elsenius, Daisy Mix, Ella Richardson, Mary Sharman, Alice Taylor,

because of their membership in and/or activity on behalf of the Union; and the Respondent has refused and failed to reinstate and employ said persons, and continues in its failure and refusal to reinstate and employ said persons since said date of discharge.

9. By the acts and each of them described in paragraph 8 above, Respondent did discriminate in regard to the hire and tenure of employment of the aforesaid employees, and did discourage and is discouraging membership in the Union, and has engaged and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

10. On or about January 10, 1943, Respondent by and through its agents, officers and supervisors, including without limitation S. W. Gilfillan, president, Louis Winterburn, superintendent, and J. W. Lantzy, entered upon and engaged in a course of action, which course of action has persisted until the present time, for the purpose and with the effect of discouraging Respondent's employees from affiliating themselves with, or being active on behalf of the Union; by making derogatory and uncomplimentary statements to employees regarding the Union; by stating to employees that union membership would not serve to better their wages or other conditions of employment; that such membership would in fact render such conditions less favorable; by referring to members and officials of the Union as racketeers and undesirable foreigners; by threatening to cancel smoking and other privileges and to reduce or eliminate overtime work; and by denying the privilege of the company bulletin boards to the Union although permitting the use of its bulletin boards by the Association without limitation or restraint.



11. By the acts and each of them described in paragraph 10 above, Respondent interfered with, coerced and restrained, and is interfering with, coercing and restraining its employees in the exercise of rights guaranteed in Section 7 of the Act, and did thereby engage and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

12. The acts of the Respondent as set forth in paragraphs 5, 6, 8 and 10 above constitute unfair labor practices affecting commerce within the meaning of Section 8, subsections (1), (2) and (3), and Section 2, subsections (6) and (7) of the Act.

13. The acts of the Respondent as set forth in paragraphs 5, 6, 8 and 10 above, occurring in connection with Respondent's operations as described in paragraphs 1, 2 and 3 above, have a close, intimate and substantial relation to trade, traffic and commerce among the several states, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

Wherefore, the National Labor Relations Board on the 22th day of May, 1943, issues its complaint against Gilfillan Bros. Inc., a corporation.

[Seal]

E. J. EAGEN

E. J. Eagen, Regional Director Na-  
tional Labor Relations Board,  
Twenty-first Region

BOARD'S EXHIBIT No. 1-D

[Title of Board and Cause.]

NOTICE OF HEARING

Please Take Notice that on the 7th day of June, 1943, at 10:00 A.M. in Room 901, at 111 West Seventh Street, Los Angeles, California a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

A copy of the Charge upon which the Complaint is based is attached hereto.

You are further notified that you have the right to file with the Regional Director for the 21st Region, with offices at 111 West Seventh Street, Ninth Floor, Los Angeles, California, acting in this matter as agent of the National Labor Relations Board, an answer to the said Complaint, within ten (10) days from the service thereof.

Please Take Notice that duplicates of all exhibits which are offered in evidence will be required unless, pursuant to request or motion, the Trial Examiner in the exercise of his discretion and for good cause shown, directs that a given exhibit need not be duplicated.

In Witness Whereof the National Labor Relations Board has caused this, its Complaint and Notice of Hearing, to be signed by the Regional Director for

the Twenty-first Region on this 22nd day of May, 1943.

[Seal]

ELWYN J. EAGEN

Elwyn J. Eagen, Regional Director.  
National Labor Relations Board.

---

BOARD'S EXHIBIT No. 1-E

[Title of Board and Cause.]

AFFIDAVIT AS TO SERVICE

State of California

County of Los Angeles—ss.

I, Marion Riemer, being duly sworn, depose and say that I am an employee of the National Labor Relations Board, in the 21st Region at Los Angeles, California, on the 22nd day of May 1941, I served by postpaid registered mail, bearing Government frank, a copy of Notice of Hearing, Charge and Complaint to the following named persons, addressed to them at the following addresses:

Gilfillan Bros., Inc.

1815 Venice Blvd.

Los Angeles, California

International Association of Machinists, District Lodge No. 94

532 Maple Avenue

Los Angeles, California



Employees Mutual Association  
c/o Gilfillan Bros., Inc.  
1815 Venice Blvd.  
Los Angeles, California

MARION RIEMER

Marion Riemer

Subscribed and sworn to before me this 22nd day  
of May 1942.

HELEN W. ELLIS

Los Angeles, State of  
California.

Designated Agent, N.L.R.B.

[Printer's Note: Registered Receipts and Return Card Receipts for Notice of Hearing, Charge and Complaint, attached to above exhibit.]

---

BOARD'S EXHIBIT No. 1-J

[Title of Board and Cause.]

ANSWER OF RESPONDENT, GILFILLAN  
BROS., INC.

Comes Now the Respondent, Gilfillan Bros., Inc., and answering the complaint filed in the above entitled matter, admits, denies and alleges as follows:

1. Answering Paragraph 5 of the complaint, Respondent denies that at the times or places alleged or described in said paragraph, or at any other

time or place, this Respondent, by or through its officers, agents or supervisors, or any of them, sponsored, promoted, encouraged, assisted, financially or otherwise, or interfered with the formation of Employees Mutual Association, and denies that it has at all times or at any time dominated or interfered with the administration of the said Association or contributed support thereto. Denies that Oswald Lundberg, Marjory Goebels, Laurita Schwertfeger, Roy Johnson or Richard Wattleton are now, or were, at any of the times mentioned in the complaint, officers, superintendents or agents of Respondent, but admits that said Oswald Lundberg, Richard Wattleton, Marjory Goebels, Laurita Schwertfeger and Roy Johnson were, during portions of said time, employees of Respondent.

2. Answering Paragraph 6, Respondent admits that it has, on various occasions since on or about August, 1937, entered into collective bargaining agreements with Employees Mutual Association, and has, under and in accordance with the Order of Certification of the National Labor Relations Board, recognized said Employees Mutual Association as the exclusive bargaining representative of Respondent's employees, and alleges the fact to be that said Employees Mutual Association was, after election duly conducted by the National Labor Relations Board, certified by said Board to the Respondent as the labor organization entitled to act as the exclusive bargaining representative of Respondent's employees, and that Respondent is informed and believes and alleges the fact to be that said Employees

Mutual Association is now and has, at all times since said election, represented the majority of Respondent's employees. Respondent denies that any of said agreements were executed while Respondent was engaged in assisting, encouraging or maintaining said Employees Mutual Association, or that it has assisted, encouraged or maintained said organization, and denies that said contracts, or any of them, are invalid, illegal, void or of no effect.

3. Respondent denies each and all of the allegations of Paragraph 7 of the complaint.

4. Answering Paragraph 8 of the complaint on file herein, Respondent admits that it did discharge the employees named and described in said paragraph at or about the time described in said paragraph, but denies that said employees, or any of them, were discharged because of their membership and/or activity on behalf of any union, and denies that Respondent has, or does refuse to re-instate and employ said persons.

5. Respondent denies each and all of the allegations of Paragraph 9 of the complaint.

6. Respondent denies each and all of the allegations of Paragraph 10 of the complaint.

7. Respondent denies each and all of the allegations of Paragraph 11 of the complaint.

8. Respondent denies each and all of the allegations of Paragraph 12 of the complaint.

9. Respondent denies each and all of the allegations of Paragraph 13 of the complaint.

GILFILLAN BROS., INC.

1815 Venice Boulevard

Los Angeles, California

NOURSE & JONES

By PAUL NOURSE

Attorneys for Respondent,

Gilfillan Bros., Inc.

1017 Rowan Building

Los Angeles, California

State of California

County of Los Angeles—ss.

S. W. Gilfillan, being first duly sworn, deposes and says: That he is the President of Gilfillan Bros., Inc., the Respondent named in the foregoing Answer; that he has read the foregoing Answer and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters which are therein stated upon his information or belief, and as to those matters that he believes it to be true.

S. W. GILFILLAN

S. W. Gilfillan

Subscribed and sworn to before me this 1st day of June, 1943.

MARGUERITE BAUER

Notary Public in and for the County of Los Angeles, State of California

[Stamped]: Received Jun 3 — 1943 National Labor Relations Board Twenty-first Region Los Angeles

BOARD'S EXHIBIT No. 1-L

[Title of Board and Cause.]

INTERVENTION

Application is hereby made on behalf of Gilfillan Employees Mutual Association for intervention in the above entitled action, and that they be allowed to participate in any and all hearings in regard to same, and leave is asked to file any answer or other necessary papers, records or documents that may be considered necessary by counsel.

FLANAGAN, WILSON &  
THOMAS

By PHILIP L. WILSON JR.

Attorneys for Gilfillan Em-  
ployees Mutual Association.

[Title of Board and Cause.]

Mr. William B. Esterman, for the Board.

Nourse & Jones, by Mr. Paul Nourse and Mr.  
Everett W. Thompson of Los Angeles, Calif.,  
for the respondent.

Mrs. Myrtle M. Volz and Mr. Bennie C. Dale, of  
Los Angeles, Calif., for the I.A.M.

Mr. Phillip L. Wilson, Jr., of Los Angeles, Calif.,  
for the Association.

## INTERMEDIATE REPORT

### Statement of the Case

Upon amended charges duly filed on May 5, 1943, by International Association of Machinists, District Lodge #94, for and on behalf of Lodge #311, herein called the I.A.M., the National Labor Relations Board, herein called the Board, by the Regional Director for the Twenty-first Region (Los Angeles, California), issued its complaint dated May 22, 1943, against Gilfillan Bros., Inc., Los Angeles, California, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, accompanied by notices of hearing thereon were duly served upon the respondent, the I.A.M., and also upon Gilfillan Employees Mutual Association, herein called the Association.



With respect to the unfair labor practices the complaint alleged in substance that the respondent: (1) through various officers, agents, and supervisors sponsored, promoted, assisted, and interfered with the formation of the Association, dominated and interfered with its administration, and contributed support thereto; and that various collective bargaining agreements executed between the respondent and the Association at various times from 1937 to 1943 were illegal, and should be set aside; (2) discouraged its employees from affiliating with or being active on behalf of the I.A.M. by making uncomplimentary statements to the employees regarding the I.A.M.; stating that union memberships would not serve to better their conditions of employment, but would in fact render such conditions less favorable; referring to members and officials of the I.A.M. as racketeers and undesirable foreigners; threatening to cancel smoking and other privileges and to reduce or eliminate overtime work; and by discriminating between the I.A.M. and the Association with respect to the use of company bulletin boards; (3) on February 22, 1943, discharged and has since failed and refused to reinstate Bess Allison, Anna Cox, Myrtice DeShazo, Mary Elsenius, Daisy Mix, Ella Richardson, Mary Sherman; and Alice Taylor, because of their membership in, and activity on behalf of, the I.A.M.

Pursuant to notice, a hearing was held at Los Angeles, California, from June 30 to July 16, 1943, before the undersigned, Charles W. Schneider, the Trial Examiner duly designated by the Chief Trial

Examiner. The Board, the respondent, and the Association were represented by counsel and the I.A.M. by representatives, and all parties participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties.

At the opening of the hearing the Association filed a motion to intervene, which was granted by the undersigned to the extent of the Association's interest in the proceedings. The respondent filed an answer denying the commission of the alleged unfair labor practices. During the course of the hearing the respondent and the Association moved to dismiss the complaint on the ground that the Appropriation Bill of 1944 had deprived the Board of jurisdiction to proceed.<sup>1</sup> The undersigned denied these motions. During the hearing counsel for the Board moved, without objection, to amend the complaint. The undersigned granted the motion.<sup>2</sup> At the conclusion of the hearing the parties argued orally before the Trial Examiner, but stated that they did not desire to file briefs.

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<sup>1</sup>National Labor Relations Board Appropriation Act, 1944, Title IV, Act of July 12, 1943, P.L. 135, 78th Congress, 1st Session.

<sup>2</sup>The effect of the amendment was to delete from the complaint all allegations that contracts between the respondent and the Association were illegal, other than a contract alleged in the complaint to have been made on or about May 1, 1943. The amendment averred that the latter agreement was invalid and should be set aside.



Upon the entire record in the case, and from his observation of the witnesses, the undersigned makes, in addition to the above, the following:

## FINDINGS OF FACT

### 1. The business of the respondent

Gilfillan Bros., Inc., is a California corporation engaged in the production of war materials. Prior to 1940, the respondent manufactured radios and refrigerators. During 1942, more than 11 per cent of the materials purchased by the respondent, amounting in value to more than \$100,000.00, were received from sources outside the State of California. These purchases were made in the performance of contracts with the United States Government. During the same period the respondent shipped to points outside the State of California, products valued in excess of \$100,000.00, amounting to 28 percent of the respondent's total volume of production in 1942.

### II. The organizations involved

International Association of Machinists, District Lodge #94 and Lodge #311, and Gilfillan Employees' Mutual Association, are labor organizations admitting to membership employees of the respondent.

### III. The unfair labor practices

#### A. Domination of and Interference with the Association; Events prior to 1941

Early in 1937 the United Electrical, Radio and Machine Workers of America, Local 1421, an affi-

liate of the C.I.O., began an organizational campaign among the respondent's employees. At about the same time, several employees approached John R. Semple, then the respondent's personnel manager, and asked him to advise on how to form an unaffiliated union. Semple referred the employees to the library and to Roberts' Rules of Order. Subsequently the Association held its first meeting in the respondent's plant. Semple made the arrangements for the use of the plant for that meeting.<sup>3</sup>

On May 1, 1937, Local 1421 filed a petition with the Regional Office of the Board, requesting certification as collective bargaining representative of the respondent's employees. A consent election was held on May 19, 1937, with Local 1421 and the Association on the ballot. The election was won by the Association, which was then certified by the Regional Director as the bargaining agent of the employees. About August, 1937, the respondent entered into a collective bargaining agreement with the Association. Various renewal contracts have been negotiated from time to time since. The latest of these agreements was executed about May 10, 1943, effective May 1.

Within a short time after the organization of the Association, the respondent began to contribute to the Association the proceeds of various vending machines located in the plant. This income had

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<sup>3</sup>Semple testified that the Association's organizers told him that they had no money, and that he then had space cleared on the upper floor of the plant, where the Association met.

previously been divided between the respondent and the owner of the machines. Thereafter, the respondent continued to receive the proceeds but made periodic remittances thereof to the Association.<sup>4</sup> That arrangement has continued down to the present time.<sup>5</sup>

In the summer of 1937, the respondent sponsored a picnic for the employees. In 1938 the Association asked and received permission to become the sponsor of the picnic for that year. The Association's name appeared on the publicity advertising the picnic. It was unable, however, to finance the affair adequately. Semple thereupon asked

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<sup>4</sup>These findings are based on the testimony of Semple. He testified that the Association was "constantly short of funds" and that a committee came to him and asked that the proceeds of the machines be contributed to the organization. Semple then arranged with the respondent's president, S. W. Gilfillan, for the transfer of the income.

<sup>5</sup>Semple testified that at that time the income from the machines was about \$12.00 a month. Semple left the respondent's employ in 1939. For the period from July, 1941, through March, 1943, the Association's income from dues was \$532.46. During the same period, the respondent paid over to the Association, from the receipts of Coca Cola and candy machines, the sum of \$333.10. At the time of hearing, the respondent was also carrying on its books an account payable to the Association, in the amount of \$30.00, representing income from candy machines only. \$15.00 of that sum was for such income from January to March, 1943; the remainder represented income after March. The account did not include receipts from Coca Cola. Dues collections and vending machine income for other periods were not disclosed.

President Gilfillan to underwrite whatever deficit the Association incurred, in order that the standard set by the picnic of 1937 could be maintained. Gilfillan agreed. The respondent's vice president, Sparks, induced various merchants to donate prizes. All employees and their families and friends were invited to attend. The respondent subsequently liquidated a deficit of from \$100 to \$200 incurred by the Association in sponsoring the picnic.

#### The 1941 charges

On May 6, 1941, Local 311 of the I.A.M. filed charges alleging that the respondent had discriminately discharged an employee, had "encouraged and interfered with the formation" of the Association and had otherwise interfered with, restrained and coerced its employees. On the recommendation of Field Examiner Cameron, and with the approval of the Regional Director, the case was subsequently settled and the charges withdrawn. Pursuant to the terms of the settlement, the respondent on November 11, 1941, in a letter to the Regional Office, stated that it would (1) "instruct its foremen and leadmen not to accept places on committees of labor organizations having members in the employ of [the respondent] and not to influence the employees with respect to union affiliations in any other manner;" (2) ". . . not in any manner dominate or interfere with the administration of the . . . Association or any other labor organization [of its employees]"; and (3)

post the statement for a period of sixty days. The respondent immediately posted in the plant a carbon copy of the letter.

### Events of 1943

About January 10, 1943, the I.A.M. began an organizational campaign among the respondent's employees. Handbills and authorization cards were distributed at the gates of the plant. On February 17 and 26, open meetings were held by the I.A.M. at a hall near the plant for the purpose of explaining the I.A.M. to the respondent's employees. By late February a substantial number of the employees had signed I.A.M. authorization cards or applications for membership.

On February 22, the night shift of women employees in the burr and rework department of the machine shop was abolished. Of the 20 employees in the department 6 were transferred to the day shift, the remainder were laid off.<sup>6</sup> The lay-offs were made on the basis of seniority.

On February 23, 1943, the I.A.M. filed with the Regional Office of the Board a petition claiming that the I.A.M. represented a majority of the respondent's production and maintenance employees and requesting an investigation and certification of representatives. On February 27, the respondent and the Association received notice from the Regional Office of the filing of the petition.

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<sup>6</sup>The circumstances surrounding these lay-offs are discussed more fully *infra*, Section III, B.



About March 6, the officers of the Association met with S. W. Gilfillan, president of the respondent, in the latter's office, to discuss the renewal of the 1942 contract between the Association and the respondent. According to the testimony of Otto Stegner, Vice-President of the Association, Gilfillan asked how the Association was functioning, and whether it was in "good order"; and stated that if it was not, it should "get on its toes" and "combat" the election which the I.A.M. was demanding.<sup>7</sup>

According to the testimony of Association president, Roy Johnson, Gilfillan stated that he would not enter into a contract with the Association without assurance that it represented a majority. Johnson told Gilfillan that he would ascertain how many members the Association had. Several days thereafter, according to Johnson, when Gilfillan was "making the round" through the shop, Johnson told

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<sup>7</sup>These findings are based on the testimony of Stegner on direct examination. On cross-examination, Stegner testified that Gilfillan in substance said that if there was to be an election, he did not want to enter into any contract until he knew which organization represented the employees. The testimony of Roy Johnson, president of the Association, who testified later in the hearing, was similar to that of Stegner on cross-examination. Stegner did not, however, retract the specific statements he attributed to Gilfillan, nor did Johnson deny that they were in fact made. The undersigned accepts Stegner's direct testimony as to what Gilfillan said.

him the number of employees who had paid dues to the Association during the month of March.<sup>8</sup>

On March 8, the I.A.M. filed charges alleging that the respondent had dominated and interfered with the administration of, and contributed support to, the Association; and further alleging that by the lay-offs of February 22, the respondent had discharged its employees and discriminated against them because of their membership in and activities on behalf of the I.A.M. On April 12, the I.A.M. sent the respondent a letter stating, *inter alia*, that because of the unfair labor practice charges, the I.A.M. had "temporarily and without prejudice" withdrawn its petition for certification; but that the I.A.M. was the representative of the respondent's employees, and that any further collective bargaining between the Company and the Association would be "without legal force and effect" and would be "protested" by the I.A.M.

The 1942 contract between the respondent and the Association provided that it should terminate on April 30, 1943. On April 29, the respondent entered into an agreement with the Association extending the 1942 contract for a period of 30 days to June 1, 1943. Except for the statement made by

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<sup>8</sup>Johnson did not state what figures he gave Gilfillan. He had previously testified that 294 employees paid dues to the Association during March. However, Association dues collections in February totaled only \$36.75, and in March \$53.25. Dues are \$.25 monthly. The collections would thus represent 147 dues payments in February and 212 in March. The respondent employs in excess of 450 employees.

Johnson to Gilfillan, related above, as to the number of employees who had paid Association dues during March, no proof of majority was furnished by the Association.

Sometime between May 5 and 10, 1943, the Company entered into a new contract with the Association effective May 1, for a period of 1 year, and continuing thereafter subject to 30 days notice of termination. This contract substantially revamped the respondent's wage structure and provided for wage increases.

#### Use of the respondent's premises by the Association

Use of the respondent's premises by the Association for solicitation of membership and collection of dues was widespread. Harley Bucknell, a non-supervisory employee in charge of the tool crib in the machine shop, regularly and openly collected dues for the Association while on duty in the tool crib, to the knowledge of, and without objection from, the supervisors. On one occasion when Bucknell was absent from the tool crib, Alice Taylor, an employee in the burr department, was told by Margaret Goebel, leadlady, or forelady, over the burr department employees on the night shift, to pay her dues to Roy Johnson, which Taylor did.<sup>9</sup>

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<sup>9</sup>Leo Pflieger, treasurer of the Association, testified that Leadman Oswald Lundberg, Loretta Schwartfeger and Otto Stegner during 1942 and 1943 turned over to him money derived from dues collections. The supervisory status of these employees and of Goebel and Johnson is discussed *infra*.



Johnson also collected dues on various other occasions. Association memberships were openly solicited during working hours with no attempt at concealment and without rebuke from the supervisors. On the other hand, when General Foreman Walters apprehended an employee soliciting for the I.A.M. in the washroom, he told the employee that "that was one A. F. of L. rule—that they were specifically told not to [violate]."<sup>10</sup>

The Association's monthly meetings were held during working hours. Notices announcing these meetings were posted on the plant bulletin boards. The day shift ended at 6 p.m. The night shift began work at that time. Association meetings, lasting an hour or more, were held at 5:30 p.m. in order to catch both shifts. The employees were excused from work without pay in order to attend the meetings. Superintendent Cramer, when asked by Leadman George Nelson whether the employees should be allowed to attend the Association meeting of January 4, was told by Cramer that they would shut down. When Nelson asked if that was necessary, Cramer answered that it was, that "as an official of the Company," he could not say anything, but that the employees should all go to the

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<sup>10</sup>This finding is based on Walters' testimony. During the rest periods, which was time paid for by the company, there was some sporadic I.A.M. solicitation, but, except for one such incident cited by Walters, there is no evidence that it came to the attention of the supervisors.

meeting in a body; that they might get a raise out of it and keep some other union from coming in.<sup>11</sup> Nelson then instructed his employees to go to the meeting.

Leadlady Goebel told employees that they were expected to go to Association meetings.<sup>12</sup> Goebel regularly solicited memberships for the Association among the girls under her.<sup>13</sup> Foreman Brus-

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<sup>11</sup>This finding is based on the testimony of Nelson. Cramer testified that when notices of Association meetings were posted in the plant, he would be "flooded" with questions, such as "do we have to go?" "Should we go?" "Are you going to shut down the plant and make us go?"; and that he told the employees that they did not have to go. However, he testified that he probably did say to Nelson that "personally as an official of the company, [I] can't say anything, but that they should all go over there"; that "personally, if they expected to get any benefit from any association they should forfeit something to it. Therefore, I think they should go to it." Asked whether he told Nelson that the employees should go to the meeting in a body; that they might get a raise and keep out some other union, Cramer's testimony was "Not that I recall, no," and "I don't think so."

<sup>12</sup>This finding is based upon the testimony of Mary Elsenius, Alice Taylor, Myrtice DeShazo, and Ella Richardson. Goebel testified that she attended the meetings and that the girls always accompanied her; that she never told them that they had to go, but might have said that "it was time to go if they were going." The undersigned does not credit Goebel's denial.

<sup>13</sup>Anna Cox testified that Goebel told her, "we have a union of our own. If you want to join go to the tool crib and pay your dues." Elsenius

sow, a supervisory employee with authority to discharge, collected Association dues.<sup>14</sup>

The supervisory status of leadmen

The Board contended, and the respondent denied, that leadmen in the machine shop are supervisory employees. The following persons took part in Association activity while occupying the positions of lead employees: Margaret Goebel, whose activity had been discussed heretofore; James Clark,

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<sup>14</sup>Brussow signed an I.A.M. authorization card. There is no evidence that he engaged in any I.A.M. activity.

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testified that shortly after she was employed in November, 1942, Goebel asked Elsenius and Long, another employee, whether they belonged to the Association. Elsenius asked what the Association was. Goebel replied, "That is the employees union and everyone is expected to join." Elsenius then said that she was not in favor of company unions but that she "would join if it were compulsory." Goebel then told Elsenius to "Go to the tool crib and sign up with Mr. Bucknell." Taylor testified that she was asked by Goebel whether she had paid dues to the Association. When Taylor said that she had not, Goebel told her to go to Bucknell and join. Taylor then joined because she thought it was compulsory. Richardson testified that during the first week of her employment she was asked by Goebel whether she had joined the Association. When Richardson replied that she had not, Goebel told her to go to Bucknell who would take her application and give her a card. DeShazo testified that several days after she was employed, Goebel suggested that DeShazo see Bucknell about joining the Association. DeShazo did not do so at that time. Some time afterward Bucknell sent

former night milling machine leadman, who was elected to the Association grievance committee in January or February 1943.<sup>15</sup> Oswald Lundberg, day milling machine leadman, and a former president of the Association, to whom Bucknell regularly turned over, for transmission to Pflieger, Association dues which Bucknell had collected. Bucknell testified that he had been collecting As-

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<sup>15</sup>The testimony of Johnson was that Clark did not act on the committee. The undersigned does not deem that fact to be controlling, in view of Clark's election at an open meeting of the Association.

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word to DeShazo that he wanted to see her in the tool crib. DeShazo then joined the Association. DeShazo further testified that in February Goebel asked her whether her dues were paid up in the Association. DeShazo told Goebel that she did not intend to pay any more dues. Goebel then said that DeShazo had no reason to object to paying dues since at the only meeting which DeShazo attended she had won a War Bond. Goebel testified that she was a member of the Association and attended most of the meetings and stated that she would speak to the girls about joining the Association after they "were there for a while" and tell them that, "if they cared to join to go down to Bucknell at the tool crib and he would explain it to them." The undersigned credits the above mentioned testimony of Cox, Elsenius, Taylor, Richardson, and DeShazo. The 1942 contract provided that new employees were to become members of the Association after 4 week's employment, and old employees within 90 days from the execution of the contract "without coercion on the part of management". In practice, the provision requiring membership as a condition of employment was not enforced.



sociation dues "near to a year," and that he began to do so at the request of Lundberg; Al (A.V.) Bleuel, present night milling machine leadman, who was a member of the Association committee which negotiated the 1943 contract with the respondent, and whose signature appears thereon as a representative of the Association; Roy Johnson, acting or temporary leadman on the milling machines, swing shift, who is president of the Association and has participated prominently in all its activity;<sup>16</sup> and Walter Scheid, who since February 7, 1943, has been general foreman of the swing shift, and prior to that was a leadman on the automatic screw machines. Late in 1940 the plant was destroyed

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<sup>16</sup>The respondent's evidence with respect to the status of Johnson, was that he was made a temporary leadman in July, 1942 because the respondent was unable to secure a competent leadman; that Johnson was appointed with the understanding that he would exercise no supervisory authority and would occupy the position only until a competent leadman could be secured; that he did not receive a leadman's pay; that several men were thereafter tried out in the position, but that for various reasons they proved unsatisfactory; that in February, 1943, when a competent leadman was secured, Johnson was transferred to a turret lathe as an operator, without any change in pay. From September 13, 1942, to February 28, 1943, Johnson received raises aggregating \$.14 $\frac{1}{2}$  per hour. The testimony of Goebel, Nelson, Richardson, and Hines, discloses that whatever limitations were imposed on Johnson's actual authority, he was regarded in the plant as a leadman. The undersigned finds that he occupied such a position from July, 1942 to February, 1943, while president of the Association.

by fire. In the following June, after its reconstruction, Scheid was appointed at an Association meeting, as a "committee of one" to arrange for the installation of new vending machines. Scheid spent several days consulting with vendors. When the machines were installed he took charge of them and arranged for the income to be sent to the respondent, for the credit of the Association.

Johnson, Lundberg, and Bleuel were paid by the Association for time lost from work while on Association business.

Under General Superintendent Cramer, in the machine shop are 3 general foremen, one in charge of each shift, and having authority to discharge. Under each of the general foremen on the day and night shifts are 4 to 5 leadmen or foremen,<sup>17</sup> each having charge of from 7 to 20 employees.<sup>18</sup> There are no leadmen on the swing shift. Some of these leadmen also have set-up men under them. Night General Foreman Walters testified that the set-up man is subordinate to the leadman, and that the latter is "boss." Leadmen have no authority to hire or discharge. They are hourly paid and,

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<sup>17</sup>Witnesses used both terms in describing these employees. The 1943 contract refers to them as "foremen." For the purpose of clarity they will be uniformly referred to herein as leadmen.

<sup>18</sup>Equipment in the machine shop consists of 14 automatic screw machines, 14 turret lathes, 10 milling machines, and 43 drill presses. At the time of the events herein, there was a leadman for each of those groups of machines. Goebel's burr department also comprised part of the machine shop.

under the terms of the 1942 and 1943 contracts, receive 15 cents more per hour than "their setup [or] top man."<sup>19</sup>

Leadmen set up the machines, run off several sample parts, check them for correction, and, if the result is satisfactory, turn over the machine to the operator. If the operator has sufficient experience to set up his own machine, the leadman oversees the setting up, and checks the final result before the operator begins production. After the machine is in operation, the leadman returns at intervals to check quality and blue print tolerances and, in general, oversees the operation. Except on the automatic screw machines, the leadman normally does no production work.

According to the respondent's testimony, leadmen were created in 1941 because of the inability to secure experienced operators who could set up their own machines. Vice-president Sparks testified that their only authority over the operator is to report to the foremen unsatisfactory work or violation of the leadmen's instructions; and that the foremen are instructed to make their own investigation of complaints by the leadmen before disposing of them. Superintendent Cramer testified that when leadmen complained to him concerning operators, he made his own investigation. However, General Foreman Walters relied on his lead-

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<sup>19</sup>The 1943 contract provides that set-up men are to be paid "at least \$.10 more than the top men under them."

men to ascertain the facts respecting an employee's standard of performance; consulted with them respecting decisions, allowed them "a good bit to say," and gave weight to their opinions.

In the burr department, under Leadlady Goebel, there were from 15 to 20 girls, mainly inexperienced, to whom Goebel assigned work and gave instructions. Goebel frequently selected employees from this group to do machine work when the machine leadmen requested extra help. However, when she could not spare the girls, Goebel would refuse to permit their transfer, unless ordered to do so by the foreman.

Leadman Nelson recommended to Walters the discharge of a number of employees. One or two of these were transferred to the day shift. The remainder were discharged. Walters testified that he believed that he followed all of Nelson's recommendations. Goebel reported two employees as incompetent. They were discharged. Leadman Lundberg "recommended" discharges and gave opinions to his supervisors, concerning employee's performances, which were given weight.<sup>20</sup>

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<sup>20</sup>In an affidavit which he made to a Field Examiner of the Board, prior to the hearing, Lundberg stated that, "I did not have authority to fire on my own but I did have authority to recommend the discharge of employees . . ." At the hearing Lundberg denied that he had authority to recommend discharge, and testified that by the statement in the affidavit he meant that he could "suggest" discharge. He also testified that his superiors consulted with him with respect to the calibre of work of the operators under him, and that he "suggested"



By the settlement agreement of 1941 the respondent agreed to "instruct its foremen and leadmen not to accept places on committees of labor organizations . . . and not to influence the employees with respect to union affiliations in any other manner." The agreement obviously constituted a recognition that the status of leadmen was such that prominent union activity by them was inconsistent with the respondent's duty to maintain neutrality in the matter of employee organization. The posting of the settlement agreement served notice of that fact on the employees. Other factors, also, suggest the identification of leadmen with management in the eyes of the employees, the respondent, and the Association. Thus the contract of 1942 referred to employees as being "*under [the] supervision*" of leadmen, and significantly provided that the respondent should have "complete control over the leadmen as to their *selections and working conditions*." (Italics added) Moreover, it is evident from the testimony that some of the employees regarded leadmen as their superiors, or "bosses." General Foreman Walters considered and gave weight to the opinions and recommendations of leadmen with respect to the work of men under them, and Lundberg's opinions were solicited by his superiors.

It is evident from the foregoing facts that lead employees in fact exercised such authority as to

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raises for some. It is evident that Lundberg's opinion must have carried some weight, since it was solicited. The undersigned so finds.

effect changes in the status of employees, or effectively recommended such action. The undersigned therefore finds that the lead employees were, at all times material herein, supervisory employees. In addition, the undersigned finds that, irrespective of the supervisory status of lead employees, the other employees were justified in inferring, and did in fact infer, that the leadmen represented and spoke for the management, and that, for that reason also, their activities are attributable to the respondent.

Schwartfeger, Pfleger, and Stegner

Counsel for the Board contended that the activities of Loretta Schwartfeger, Leo Pfleger, and Otto Stegner are attributable to the respondent.

Loretta Schwartfeger was employed by respondent on March 16, 1942. After working for 5 weeks on the burr bench she was transferred to inspection on the night shift. On May 31, 1943, she became a confidential filing clerk. From a starting wage of 50 cents per hour, Schwartfeger's pay was increased by various stages to 95 cents. In the inspection department, Schwartfeger instructed 8 or 9 inspectors, secured blue prints and gauges for them, and checked their work. At times she also did some inspecting. Assisting Schwartfeger was another girl whom Schwartfeger described as her "assistant." The assistant's work consisted of "helping the girls, getting their gauges," and giving them instructions. Later Schwartfeger was transferred to the day shift. There she had 20 girls, and another assistant. Schwartfeger collected dues for the Asso-

ciation during working hours. The undersigned finds that she performed the duties of a leadwoman.<sup>21</sup>

Leo Pflieger has been treasurer of the Association since 1941. From 1920 until 1940 he was a foreman in the machine shop. In the fall of 1940 he left the respondent's employ. On January 29, 1941, he returned as a toolmaker at \$1.15 per hour. He is presently engaged in a secret project in connection with the war. He shares an office with another employee, but spends most of his time in the plant. There are no employees under him. Since he returned to the respondent's employment, Pflieger's wages have been increased by various stages to \$1.55 an hour.

The undersigned finds no substantial evidence that at any time material herein, Pflieger's employment was such to warrant attributing his activities to the respondent.

Otto Stegner is vice president of the Association, and a member of its grievance committee. He signed the 1943 contract as a representative of the Association. He is classified as a "final inspector." His duties consist of the inspection of work as it comes from various parts of the plant, ascertaining from accompanying instructions what further proc-

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<sup>21</sup>The above findings are based on the testimony of Schwartfeger, who was called as a witness by the Board. She testified that she did not know whether she was a leadwoman, and that when employees asked her whether she was she informed them that she did not know. Her pay roll record classifies her as "inspection" during the time in question.

essing the parts require, and dispatching them to the appropriate departments or outside contractor. Schumer, inspection "foreman," is Stegner's immediate superior. Two employees, Hazel Smith and Ben Houtz, work with Stegner. Smith verifies job and part numbers. Stegner gives her most of her instructions. Houtz is under Al Dion, who is in charge of maintenance on Stegner's floor. Houtz's job is to move heavy articles for Stegner at the latter's direction, as well as to do moving for various other persons on the floor.

The undersigned finds that there is no substantial evidence to warrant attributing Stegner's activity to the respondent.

#### Conclusions as to domination and support

Through Semple, the respondent provided the facilities for the organization of the Association. Later, when the Association needed funds, the respondent supplied a treasury by assigning it the proceeds of the vending machines. In 1938, the picnic sponsored by the Association was actually financed by the respondent. Thus, at critical stages in the Association's development, the respondent assisted in bringing it into existence, assured its continued existence by providing funds for its administration, and enhanced its prestige among the employees.

Notwithstanding that, in the settlement agreement of 1941, the respondent agreed that it would not dominate or interfere with the administration of the Association, it nevertheless continued to permit the maintenance of vending machines in the



plant, and even performed the function of fiscal agent for the Association. It is to be noted that from July 1941, to March 1943, the vending machines provided 40 percent of the Associations' income.<sup>22</sup>

Moreover, implicit in the settlement agreement was the understanding that the participation of leadmen in the affairs of labor organizations was to be confined to membership, and that the respondent would take effective steps to prevent their assuming prominent roles therein. Nevertheless, thereafter Leadlady Goebel actively solicited the employees under her to join the Association, and told them that they were expected to attend Association meetings. Goebel's approach was such that some employees concluded that membership in the Association, and attendance at meetings, were compulsory. Leadman Lundberg assisted in the collection of dues; Clark was on the Association grievance committee, Bleuel, a member of the negotiating committee, Scheid, the committee on vending ma-

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<sup>22</sup>The undersigned does not regard as significant the fact that the settlement contained no agreement by the respondent that it would cease contributing support to the Association. If the contribution of sums from the vending machines is deemed to have been outside the scope of the agreement, the settlement did not litigate the issue. If, however, the matter was within the scope of the settlement, the respondent's action, in continuing the arrangement, constituted a persistence in unfair labor practices which the respondent warranted by the settlement that it would not resume. Cf *Corn Products Refining Company*, 48 N.L.R.B. 193.

chines; Schwartfeger collected dues; and Johnson became president. But the respondent took no remedial action. The employees were justified in inferring that the respondent's passive attitude implied approval of the lead employees' conduct.<sup>23</sup>

In order to further the policies and the administration of the Act, the Board will ordinarily give effect to settlement agreements respecting unfair labor practice charges, and will not consider evidence of unfair practices antedating the settlement and contemplated therein.<sup>24</sup> Any such agreement, however, necessarily contemplates that the respondent will not thereafter engage in the unfair labor practices which were the subject of the settlement. Where such practices are resumed, effectuation of the policies of the Act requires that the Board not be precluded from giving consideration to events occurring prior to the settlement.<sup>25</sup> The fact that the Association participated in the 1937 election and

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<sup>23</sup>That the leadmen were fully aware of the impropriety of their leading activity in the Association is evident from Lundberg's testimony. He resigned as president of the Association when he became a leadman. In addition, Richardson testified, without denial from Johnson, that early in January Johnson said to her, "I am going to have to resign as president [of the Association] or go back to operating a machine because I shouldn't be holding an office in a company union and holding a position as foreman." Richardson's testimony is credited.

<sup>24</sup>*Godchaux Sugars, Inc.*, 12 N.L.R.B. 568.

<sup>25</sup>*Picker X-Ray Corporation*, 12 N.L.R.B. 1384, 1935.

was thereafter certified by the Regional Director is not a defense to the present charges. Unfair labor practices were neither in issue nor litigated in that proceeding.<sup>26</sup>

After the settlement agreement the respondent continued its arrangement with the Association with respect to vending machine income; permitted lead employees to take prominent part in the administrative and promotional activities of the Association and to be members of its committees; permitted open and widespread membership solicitation and dues collection in the plant during working hours; arranged its operating schedule to accomodate Association meetings; and encouraged employees to attend those meetings. Thereafter, with knowledge of the fact that the I.A.M. claimed to represent its employees, the respondent entered into a new contract with the Association without adequate proof that the Association represented a majority.

Upon the whole record, the undersigned finds that the respondent has dominated and interfered with the formation and administration of the Association and contributed support thereto, and that it thereby interfered with, restrained and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act. It is further found that the respondent's contract of May 1, 1943, with the Association, is an agreement made with an organization not freely chosen by the employees of the

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<sup>26</sup>Hicks Body Company, 33 N.L.R.B. 858, 877; Picker X-Ray Corporation, *supra*.



respondent as their representative for the purposes of collective bargaining, and constitutes an illegal interference with the rights guaranteed employees in Section 7 of the Act.

In the undersigned's opinion, the respondent's favor and support, have so permeated the affairs of the organization as to prevent its functioning as an independent bargaining agent. Until the momentum supplied to the Association by the respondent's contributions, approval, and encouragement, has been dissipated, the employees will be deprived of the truly independent and uninfluenced representation which the Act demands. When the respondent's influence has been dispelled, the employees will be free to determine for themselves the representation they genuinely desire.

#### B. The alleged discriminatory discharges

On February 22, 1943, without advance notice, the respondent abolished the night shift in the burr and rework department, consisting of some 20 employees, including Goebel. The complaint alleged that the respondent thereby discharged Bess Allison, Anna Cox, Myrtice DeShazo, Mary Elsenius, Daisy Mix, Ella Richardson, Mary Sharman, and Alice Taylor because of their membership in and activities on behalf of the I.A.M., and has since failed and refused to reinstate them.

Of these eight, all but Cox signed I.A.M. bargaining authorization cards.<sup>27</sup> As to Allison, Shar-

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<sup>27</sup>Cox was asked on the night of February 22 to join the I.A.M. She promised that she would join on the next day.

man, and Mix, counsel for the Board stipulated that the respondent had no knowledge of any union membership or activity by them until the hearing. Of the remaining four, Richardson wore an I.A.M. button in the plant, and DeShazo passed out I.A.M. cards.<sup>28</sup> Cox, Elsenius, DeShazo, Richardson, and Taylor were solicited by Goebel to join the Association. All but Cox joined. About the middle of February DeShazo told Goebel that she did not intend to pay dues in the Association any longer. There is no evidence as to the union affiliation or activity of the other persons on the burr bench. The lay-offs occurred at the peak of the I.A.M.'s organizational drive. The I.A.M. was most active on the machine shop night shift, where the majority of the employees wore I.A.M. buttons. Of the burr bench employees, however, only Richardson wore a button.

As has been indicated heretofore, the burr bench employees were frequently assigned to machine operation when, for absenteeism or other reasons, extra help was needed on the machines.

About February 12, Walters had a conversation with President Gilfillan, during which Gilfillan said that it might be necessary to run a somewhat smaller night shift. Gilfillan also asked Walters whether he had seen any "A. F. of L." buttons displayed in the plant. When Walters answered that

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<sup>28</sup>Richardson, however, had a "heated" conversation with Roy Johnson about February 18, after Richardson began to wear her I.A.M. button. Richardson testified that Johnson attempted to "convert" her.

he had paid no attention, Gilfillan said that if it was necessary to have a union to win the war, he was willing to have one.<sup>29</sup>

On the evening of February 22, 1943, Cramer informed Walters that the burr and rework night shift was to be discontinued, and that certain of those employees were to be laid off. Walters asked Cramer if Richardson was among them. Cramer replied that the lay-offs would be in accordance with seniority. When Walters suggested that Richardson was a good worker, Cramer answered that "that was the set-up." He then turned over to Walters the employees' pay checks and availability slips. Six of the employees, those having the greatest seniority, were transferred to the day shift, some to the burr bench, some to inspection.<sup>30</sup> Walters told the remainder that they were being laid off. When Richardson asked the reason, Walters told her "because of shortage of work and in accordance with seniority," and stated that they would be called back when work picked up. Richardson replied that that was not the reason, and pointed to her union button.

During the latter weeks of their employment, Richardson, Taylor, Cox, and Elsenius, had been assigned to machine operation for substantial periods.

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<sup>29</sup>These findings are based on Walters' uncontradicted testimony, which is credited.

<sup>30</sup>The Association contract provided for the allocation of work according to seniority.

The last 8 days of Elsenius' employment, and the last 6 of Taylor's were spent wholly on the drill presses. Ricardson worked on the burr bench only  $12\frac{3}{4}$  hours from February 4 to February 22. The remainder of that period she was on the milling machines and the drill presses.

The respondent contended that the shift was abolished because of a lack of work. The shift has never been resumed. Vice-President Sparks, former General Foreman Hoenes, and Superintendent Cramer, testified that in February the amount of work available for the machine shop fell off due to lack of materials.<sup>31</sup> The burr bench was selected for the cut, according to Sparks, because it was made up of inexperienced women employees. Sparks made the decision to abolish the shift; Cramer determined which of the employees should be transferred.

The respondent's work records disclose that peak employment was reached about the middle of December, 1942. From an index of 100 at that time, it dropped to 90.4 during the week ending February 27, 1943. From that point it declined to a low of 80.4 on March 27. Thereafter, it climbed to 86.1

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<sup>31</sup>Hoenes testified that he informed Sparks several times that work was extremely slack in the drill press and burr department, and that he had "a dickens of a time to keep people busy." while on the mills, automatics, and turret lathes there was ample help; and that the burr department was "overloaded" with employees. Cramer testified that there was a shortage of materials prior to February 22, and that he discussed with Sparks the cutting down of the force.



on May 22, dropped to 84.3 on June 12, and then rose to 90.7 on June 19.<sup>32</sup> Nine additional employees who were classified as of the burr department had their employment terminated between February 23 and February 27.<sup>33</sup>

Lucille Macbeth, assistant head of the personnel department, testified that as employment became available she attempted to contact by telephone the employees who were laid off on February 22; that

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<sup>32</sup>The testimony of Sparks, Hoenes and Walters indicates that the total amount of rework available has now fallen off because of a change in production policy, whereby defective work is now largely returned to the department from which it originated, instead of being repaired in the rework department, as was formerly the case. There is also credible testimony that the total amount of burr work available has also fallen off due to several factors: (1) performance of that work by outside contractors supplying finished parts to the respondent; and (2) a new process for burring has been developed which, to a large extent, eliminates the necessity for manual work. These factors do not appear, however, to have become substantial by February 22.

<sup>33</sup>A breakdown of the respondent's records reveal the following terminations and hirings in the burr department after February 22:

Terminations			
February	27—9	April	17—2
March	6—1	April	24—1
March	20—2	May	1—1
April	10—1	May	8—2
Hirings			
March	13—2	April	24—1
March	20—2	May	1—2
March	27—1	May	8—1

some had no phones, and those she made no further effort to contact; that some had secured other employment; and that others she was unable to reach personally, but left word that there were jobs available. Macbeth's recollection was that she began to call these employees early in April. Sometime in June, Anna Cox received a call from the respondent informing her that there was a job available for her.<sup>34</sup> Elsenius was called by Macbeth on May 31 and asked if she wanted a job. She replied that she was working. Allison returned to the plant 2 or 3 days after the lay-off and asked for work. She was told that she would be called when there was a job available. Approximately 2 weeks later, Macbeth called Allison and offered her a job on the day shift doing inspection work. Allison declined the day job and asked to be put on nights. Some time thereafter, Macbeth again called Allison and offered her a job on the night shift. Allison returned to work on May 14. About 2 weeks after the lay-off, Emma Ulrich, who was one of those laid off, applied for work, and was told that there was no opening. She returned again about a week later and was then put to work on the burr bench on the day shift. Richardson and DeShazo testified that they had not been informed of any telephone calls from the respondent.

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<sup>34</sup>Cox called at the plant in response to the notice and told Personnel Manager Nevins that she would require steady work because her husband was an invalid. Nevins replied that he could not guarantee the duration of the employment.

The contention of the Board was that the respondent abolished the entire night burr and rework shift in order to discourage union activity. However, the respondent's position that during January and February there was a shortage of materials, and a consequent reduction in the amount of work available, is supported by the evidence that during the early part of 1943, employment did fall off. If the respondent was intent on discouraging union activity, it is not evident why it should have selected the burr and rework employees for discriminatory treatment. Other than Richardson, no employee in the department *worn* an I.A.M. button, and only DeShazo engaged in any overt union activity; whereas, among the night shift as a whole, the majority of the employees wore I.A.M. buttons. The Board's contention is therefore reduced to the proposition that the employees were discharged without regard to the union membership or activity of the group, or of the individual employees involved, in order to discourage such activity generally. The undersigned does not find that proposition persuasive. Were that the respondent's motive, it seems probable that all the employees on the shift would have been laid off. Instead, one third of them were transferred. Since the transferees were the senior employees, and since except for Richardson and DeShazo, evidence of open union activity among the whole group is totally absent, there is no basis for concluding that the retention of the transferees constituted a discriminatory selection. Similar considerations weigh



against the inference that the respondent might have seized upon the falling off of work as a pretext for wholesale and unnecessary discharges. The testimony of Sparks, Cramer, and Hoenes, with respect to the reasons for the lay-offs, is therefore credited.<sup>35</sup>

During the period from February 23 to May 14, 19 more persons were laid off in the burr department, while 9 were hired. Five of the latter 9 (including Ulrich) were hired during March, and before Macbeth began, according to her testimony, to recall those who had been laid off. Twelve of the 19 separations also occurred during that period. No explanation was offered by the respondent as to why the laid-off employees were not offered the 4 vacancies. Ordinarily, that fact might suggest that the failure to recall was discriminatory. How-

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<sup>35</sup>Leadman Nelson left the respondent's employ March 6—11 days after the lay-offs. He had frequently borrowed Taylor and Elsenius for work on the drill presses. He testified that after February 22, he had "quite a bit to do", could have used the girls, and asked Cramer for additional help; and that about a week later Cramer gave him three experienced employees. Nelson's testimony is not necessarily inconsistent with the respondent's. Since a number of the burr employees were used at times on the machines, it is understandable that some temporary dislocation might result from their lay-offs. That Nelson's shorthandedness was such a temporary condition is evident from (1) Walter's testimony that on the drill presses at the present time "we have just a few fellows working"; (2) the lead position left vacant by Nelson has not been filled.

ever, during the same period, Ulrich and Allison, the only 2 who returned and asked for reemployment, had been offered it. The undersigned views the failure to recall any of the laid-off group during March as negating the probability that discrimination was being practiced against those whose union affiliations the respondent may be presumed to have known, namely Richardson and DeShazo. The offers of re-employment to Ulrich and Allison negative the inference that the failure to recall during March was a mass discrimination. For these reasons, and because of the absence of evidence of substantial union activity among the group as a whole, the undersigned is not persuaded that the failure to recall was discriminatory.

The undersigned therefore concludes and finds that there is no substantial evidence to support the allegation that the lay-offs of February 22 were intended to discourage union activity, or that the respondent has failed and refused to reinstate any of the employees. It will be recommended that that allegation be dismissed.

There is no evidence to support the allegations of the complaint that the respondent made derogatory and uncomplimentary statements to employees regarding the I.A.M.; or referred to members and officials of the I.A.M. as racketeers and undesirable foreigners; and no substantial evidence to support the allegations that the respondent stated to employees that union membership would not serve to better their wages or conditions of employment, but would in fact render such conditions less favor-

able; threatened to cancel smoking and other privileges and to reduce or eliminate overtime work; or denied the use of company bulletin boards to the I.A.M. while permitting their use by the Association. The undersigned will recommend that those allegations also be dismissed.

#### IV. The effect of the unfair labor practices upon commerce

The activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. The remedy

Having found that the respondent has engaged in unfair labor practices, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

The undersigned has found that the respondent has dominated and interfered with the formation and administration of, and has contributed support to, the Association. The effect and consequences of the respondent's domination of, interference with, and support of the Association, as well as the continuing recognition of the Association as the bargaining representative of its employees, constitute

a continuing obstacle to the free exercise by the respondent's employees of the rights guaranteed to them in the Act. Because of the respondent's illegal conduct with regard to the Association, that organization is incapable of serving the respondent's employees as a genuine collective bargaining agency. Accordingly, the undersigned will recommend that the respondent disestablish and withdraw all recognition from the Association as representative of any of the respondent's employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment. The contract effective May 1, 1943, between the respondent and the Association, embodies recognition of that organization as exclusive bargaining representative of the respondent's employees. Since such contract represents the fruit of the respondent's unfair labor practices, the undersigned will recommend that the respondent cease giving effect to it or to any other existing contract between it and the Association or to any modification or extension thereof. Nothing in these recommendations, however, shall be construed as requiring the respondent to vary its wage, hour, and other substantive features of its relations with its employees which the respondent may have established in conformity with such contracts, as extended, renewed, modified, supplemented or superseded.

Upon the basis of the foregoing findings of fact

and upon the entire record in the case, the undersigned makes the following:

### CONCLUSIONS OF LAW

1. International Association of Machinists, District Lodges No. 94 and 311, and Gilfillan Employees Mutual Association are labor organizations within the meaning of Section 2 (5) of the Act.

2. By dominating and interfering with the formation and administration of Gilfillan Employees Mutual Association, and contributing support thereto, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (2) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

5. The respondent has not engaged in unfair labor practices within the meaning of Section 8 (3) of the Act.

### RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, the undersigned recommends that the respondent, Gilfillan Bros., Inc., its officers, agents, successors and assigns shall:



1. Cease and desist from:

(a) In any manner dominating or interfering with the administration of Gilfillan Employees Mutual Association, or with the formation or administration of any other labor organization of its employees, and from contributing support thereto;

(b) Recognizing Gilfillan Employees Mutual Association as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(c) Giving effect to the contract of May 1, 1943, with Gilfillan Employees Mutual Association, or to any modification, extension, or renewal thereof;

(d) In any other manner interfering with, restraining or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining, or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Gilfillan Employees Mutual Association, and completely disestablish that organization as the representative of any of the respondent's employees for the purpose of dealing with the respondent concerning griev-

ances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;

(b) Post immediately in conspicuous places in its plant in Los Angeles, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is recommended that it cease and desist in paragraph 1 (a), (b), (c), and (d) hereof; and (2) that the respondent will take the affirmative action set forth in paragraph 2 (a) hereof;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of receipt of this Intermediate Report, what steps the respondent has taken to comply herewith.

It is further recommended that the complaint be dismissed insofar as it alleges that the respondent: violated Section 8 (3) of the Act; made derogatory and uncomplimentary statements to employees regarding the I.A.M.; referred to members and officials of the I.A.M. as racketeers and undesirable foreigners; stated to employees that union membership would not serve to better their wages or conditions of employment, but would in fact render such conditions less favorable; threatened to cancel smoking and other privileges and to reduce or eliminate overtime work; or denied the use of company bulletin boards to the I.A.M. while permitting their use by the Association.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 2—as amended, effective October 28, 1942—any party may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of the order transferring the case to the Board.

CHARLES W. SCHNEIDER,

Trial Examiner.

Dated: September 11, 1943.

United States of America  
Before the National Labor Relations Board

Case No. 21-C-2281

In the Matter of

GILFILLAN BROS., INC., a corporation,

and

INTERNATIONAL ASSOCIATION OF MA-  
CHINISTS DISTRICT LODGE #94, for and  
on behalf of LODGE #311\*

EXCEPTIONS OF GILFILLAN BROS., INC.

Gilfillan Bros., Inc., a corporation (herein called "respondent"), hereby except to the Intermediate Report dated September 11, 1943, of Charles W. Schneider, Trial Examiner, in the above-entitled matter, and to the record and proceedings taken in the above-entitled matter in the following particulars:

1. To the finding of the Intermediate Report, which is as follows:

"Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties."

in that the record shows without conflict that this respondent was denied the right to inspect and/or produce as evidence herein the files of the National

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\*Herein referred to as "I.A.M."

Labor Relations Board relative to the charges filed against this respondent by the C.I.O., United Electrical and Radio Workers of America, but was only permitted to examine and introduce into evidence those portions of that file which, in the judgment of the Examiner, were relevant and material. Respondent is unable to designate the matter contained in said file which was not introduced into evidence by reason of the fact that it was refused the right to subpoena said file, or to inspect the contents thereof, and in that respondent was refused a subpoena to require the attendance at the hearing as a witness of Harry Lee (Lea), the business representative of the International Association of Machinists, Lodge #94, and refused the opportunity through said Harry Lee to prove that the National Labor Relations Board had prejudged the charges of said Lodge 94 of the International Association of Machinists filed against this respondent.

2. To the ruling of the Trial Examiner by which he refused the demand made by this respondent in the manner required by the regulations of the National Labor Relations Board that the Board produce and permit respondent to examine the file 21-R-111, and to refuse to request the National Labor Relations Board to produce, and permit respondent to examine the books, records, correspondence, and documents relative to the respondent in Case No. 21-R-111.

3. To the ruling of the Trial Examiner refusing this respondent a subpoena requiring the attendance, as a witness, of said Harry Lee (Lea).



4. To the ruling of the Trial Examiner denying the motion of this respondent to dismiss this proceeding, insofar as this proceeding in any wise *effected* the contract or contractual relationship existing between this respondent and the Association.

5. To the finding set forth in the Intermediate Report that

“Subsequently the Association held its first meeting in respondent’s plant.”

in that said finding is contrary to, and not supported by, the evidence.

6. To the finding set forth in the Intermediate Report under the heading “Conclusions as to domination and support”, which is as follows:

“Through Semple, the respondent provided the facilities for the organization of the Association. Later, when the Association needed funds, the respondent supplied a treasury by assigning it the proceeds of the vending machines. In 1938, the picnic sponsored by the Association was actually financed by the respondent. Thus, at critical stages in the Association’s development, the respondent assisted in bringing it into existence, assured its continued existence by providing funds for its administration, and enhanced its prestige among the employees.”

in that said finding or conclusion is not supported by, and is contrary to, the evidence, and in that said finding is, as to matters which were concluded by the

settlement of the charges filed against this respondent by the I.A.M. in the year 1941.

7. To the finding set forth in the Intermediate Report, which is as follows:

“Within a short time after the organization of the Association, the respondent began to contribute to the Association the proceeds of the various vending machines located in the plant. This income had previously been divided between the respondent and the owner of the machines. Thereafter, the respondent continued to receive the proceeds but made periodic remittances thereof to the Association. That arrangement has continued down to the present time.”

in that said finding is contrary to and not supported by the evidence, and in that said finding is as to a matter concluded by the settlement agreement of the charges filed by the I.A.M. against this respondent in the year 1941.

8. To the finding set forth in the Intermediate Report, which is as follows:

“In 1938 the Association asked and received permission to become the sponsor of the picnic for that year. The Association’s name appeared on the publicity advertising the picnic. It was unable, however, to finance the affair adequately. Semple thereupon asked President Gilfillan to underwrite whatever deficit the Association incurred, in order that the standard set by the picnic of 1937 could be maintained. Gilfillan

agreed. The respondent's vice president, Sparks, induced various merchants to donate prizes. All employees and their families and friends were invited to attend. The respondent subsequently liquidated a deficit of from \$100 to \$200 incurred by the Association in sponsoring the picnic."

in that said findings are contrary to, and not supported by, the evidence, and are as to matters concluded by the settlement of the charges filed by the I.A.M. against this respondent in 1941.

9. Respondent excepts to the failure of the Trial Examiner to find, in accordance with the undisputed evidence, that the notice (respondent's Exhibit 10) remain posted upon the bulletin board of the respondent from on or about November 12, 1941, to the 15th day of April, 1942, and the failure of the Trial Examiner to find that by the posting and keeping posted of said notice, the respondent notified its foremen and leadmen in accordance with its agreement with the Regional Director of the Board of the matters set forth in said agreement and notice.

10. To the finding set forth in the Intermediate Report, which is as follows:

"About March 6, the officers of the Association met with S. W. Gilfillan, president of the respondent, in the latter's office, to discuss the renewal of the 1942 contract between the Association and the respondent. According to the testimony of Otto Stegner, Vice-President of the Association, Gilfillan asked how the Association

was functioning, and whether it was in 'good order'; and stated that if it was not, it should 'get on its toes' and 'combat' the election which the I.A.M. was demanding."

in that said finding is not sustained by, and is contrary to, the evidence.

11. To the finding set forth in the Intermediate Report, which is as follows:

"On April 12, the I.A.M. sent the respondent a letter stating, inter alia, that because of the unfair labor practice charges, the I.A.M. had 'temporarily and without prejudice' withdrawn its petition for certification; but that the I.A.M. was the representative of the respondent's employees, and that any further collective bargaining between the Company and the Association would be 'without legal force and effect' and would be 'protested' by the I.A.M."

in that said finding does not also contain the statement set forth in said letter of April 12, as follows:

"That the 'Employee's Mutual Association' is not, in fact or in the view of the Board, the agent of the employees. And therefore, that collective bargaining between the Company and the Employees' Mutual Association would be without legal force and effect."

12. To the failure of the Trial Examiner to find that the contract entered into between respondent and the Employees' Mutual Association in May of 1943 was, and by its terms expressed to be, a con-

tinuation of the contractual relation theretofore existing between the parties.

13. To the finding of the Intermediate Report, which is as follows:

“On the other hand when General Foreman Walters apprehended an employee soliciting for the I.A.M. in the washroom, he told the employee that ‘that was one A. F. of L. rule—that they were specifically told not to (violate).’”

in that said finding is not sustained by, and is contrary to, the evidence, and in that it would appear from said finding that the respondent had instructed its foremen to tell the employees not to violate any A. F. of L. rule, whereas the evidence established and the Trial Examiner failed to find that General Foreman Walters merely stated to the employees it was his understanding that such was an A. F. of L. rule.

14. To the failure of the Trial Examiner to find, in accordance with the evidence, that General Foreman Walters, upon hearing an employee soliciting for the I.A.M., did nothing about it, and failure to find, in accordance with the uncontradicted evidence, that the International Association of Machinists maintain in the plant of the respondent and without hinderance from the respondent, a shop steward designated by a badge as such, and that said shop steward, upon the company's premises, solicited and obtained more than one hundred authorization cards or applications for membership in the I.A.M. without interference or hindrance by respondent, and that the applications obtained by him were in excess



of two-thirds of the total number of authorization cards or membership applications obtained by the I.A.M. in its organization drive.

15. To the failure of the Trial Examiner to find, in accordance with the undisputed evidence, that union meetings were necessarily held during working hours, due to the fact that the plant of respondent was in operation twenty-four hours per day.

16. Respondent excepts to the failure of the Trial Examiner to find that the I.A.M. was afforded equal opportunity to solicit membership in the I.A.M. and the failure to find that memberships in the I.A.M. or A. F. of L. were actually solicited by employees on company time, as shown by the uncontradicted evidence in the record.

17. To the finding of the Intermediate Report, which is as follows:

“Superintendent Cramer, when asked by Leadman George Nelson whether the employees should be allowed to attend the Association meeting of January 4, was told by Cramer that they would shut down. When Nelson asked if that was necessary, Cramer answered that it was, that ‘as an official of the Company,’ he could not say anything, but that the employees should all go to the meeting in a body; that they might get a raise out of it and keep some other union from coming in.”

in that said finding is not sustained by, and is contrary to, the evidence.

18. To the finding of the Intermediate Report, which is as follows:

“Leadlady Goebel told employees that they were expected to go to Association meetings.”

in that said finding is not supported by, and is contrary to, the evidence.

19. Respondent excepts to the failure of the Trial Examiner to find, in accordance with the evidence, that the employees who, it is alleged, were told by leadlady Goebel that they were expected to go to Association meetings, knew that attendance was not compulsory and attended but one meeting, and during their employment ceased to pay dues to the Association, and either joined the I.A.M. or authorized it as their bargaining agent.

20. Respondent excepts to the finding of the Trial Examiner, which is as follows:

“Goebel’s approach was such that some employees concluded that membership in the Association, and attendance at meetings, were compulsory.”

upon the ground that said finding was contrary to and not supported by the evidence.

21. To the finding of the Intermediate Report, which is as follows:

“Foreman Brussow, a supervisory employee with authority to discharge, collected Association dues.”

in that said finding is contrary to, and is not supported by the evidence.

22. To the finding of the Intermediate Report, which is as follows:

“The following persons took part in Association activity while occupying the positions of lead employees: \* \* \* James Clark, former night milling machine leadman, who was elected to the Association grievance committee in January or February 1943.”

in that said finding is not supported by, and is contrary to, the evidence.

23. To the failure of the Trial Examiner to find, in accordance with the undisputed evidence, that James Clark did not accept appointment upon the grievance committee of the Association, and did not act thereon.

24. To the failure of the Trial Examiner to find in the Intermediate Report, as shown by the uncontradicted evidence, that the I.A.M. was at all times permitted to use the bulletin boards on the respondent's premises, did in fact use said bulletin boards by posting notices on said board, and more particularly the notice of the A. F. of L. Machinists Lodge #311 meeting for Gilfillan employees at the Woodman Hall, Wednesday, February 17, as shown in respondent's Exhibit 1.

25. To the failure of the Trial Examiner to find that the leadmen and leadladies were not supervisory employees, as established by the evidence, and to further find that any activities on the part of leadmen on behalf of the Association are activities in their capacity as members of the Association, and not as representatives of management.

26. To the finding of the Intermediate Report, which is as follows:

“The following persons took part in Association activity while occupying the positions of lead employees: \* \* \* Oswald Lundberg, day milling machine leadman, and a former president of the Association, to whom Bucknell regularly turned over, for transmission to Pfleger, Association dues which Bucknell had collected.”

in that said finding is contrary to, and not sustained by, the evidence, in that Trial Examiner failed to also find, as shown by the uncontradicted evidence, that Oswald Lundberg was not president of the Association and did not take part in Association activity during any of the time he was employed as a leadman.

27. To the findings of the Intermediate Report, which are as follows:

“There are no leadmen on the shift”; and

“Except on the automatic screw machines, the leadman normally does no production work.”

in that said findings are not sustained by, and are contrary to, the evidence.

28. To the finding of the Intermediate Report, which is as follows:

“However, General Foreman Walters relied on his leadmen to ascertain the facts respecting an employee’s standard of performance; consulted with them respecting decisions, allowed them ‘a good bit to say,’ and gave weight to their opinions.”

in that said finding is not sustained by, and is contrary to, the evidence.

29. To the finding of the Intermediate Report, which is as follows:

“In the burr department, under Leadlady Goebel, there were from 15 to 20 girls, mainly inexperienced, to whom Goebel assigned work and gave instructions. Goebel frequently selected employees from this group to do machine work when the machine leadmen requested extra help. However, when she could not spare the girls, Goebel would refuse to permit their transfer, unless ordered to do so by the foreman.”

in that said finding is not supported by, and is contrary to, the evidence, in that there is no evidence that Goebel at any time refused to permit the transfer of any employee unless ordered to do so by a foreman.

30. Respondent excepts to the finding of the Trial Examiner, which is as follows:

“Other factors, also, suggest the identification of leadmen with management in the eyes of the employees, the respondent, and the Association.”

in that said finding is not supported by, and is contrary to, the evidence.

31. Respondent excepts to the finding of the Trial Examiner, which is as follows:

“The agreement obviously constituted a recognition that the status of leadmen was such that prominent union activity by them was inconsistent with respondent's duty to maintain



neutrality in the matter of employee organization. The posting of the settlement agreement served notice of that fact on the employees.”

in that said finding is not supported by, and is contrary to, the evidence.

32. To the finding of the Intermediate Report, which is as follows:

“It is evident from the foregoing facts that lead employees in fact exercised such authority as to effect changes in the status of employees, or effectively recommended such action. The undersigned therefore finds that the lead employees were, at all times material herein, supervisory employees.”

in that said finding is not sustained by, and is contrary to, the evidence.

33. To the finding of the Intermediate Report, which is as follows:

“In addition, the undersigned finds that, irrespective of the supervisory status of lead employees, the other employees were justified in inferring, and did in fact infer, that the leadmen represented and spoke for the management, and that, for that reason also, their activities are attributable to the respondent.”

in that said finding is not sustained by, and is contrary to, the evidence.

34. Respondent excepts to the finding of the Trial Examiner, which is as follows:

“Leadman Lundberg assisted in the collection of dues;”

on the ground that said finding is contrary to, and not supported by, the evidence.

35. To the finding of the Intermediate Report, which is as follows:

“But the respondent took no remedial action. The employees were justified in inferring that the respondent’s passive attitude implied approval of the lead employees’ conduct.”

in that said finding is not sustained by, and is contrary to, the evidence.

36. To the finding set forth in the Intermediate Report, which is as follows:

“After the settlement agreement the respondent \* \* \* permitted lead employees to take prominent part i n the administrative and promotional activities of the Association and to be members of its committees; permitted open and widespread membership solicitation and dues collection in the plant during working hours; arranged its operating schedule to accomodate Association meetings; and encouraged employees to attend those meetings. Thereafter, with knowledge of the fact that the I.A.M. claimed to represent its employees, the respondent entered into a new contract with the Association without adequate proof that the Association represented a majority.”

in that said finding is not sustained by, and is contrary to, the evidence.

37. To the finding set forth in the Intermediate Report, as follows:

“Upon the whole record, the undersigned finds that the respondent has dominated and interfered with the formation and administration of the Association and contributed support thereto, and that it thereby interfered with, restrained and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act.”

in that said finding is not supported by, and is contrary to, the evidence.

39. To the finding set forth in the Intermediate Report, which is as follows:

“It is further found that respondent’s contract of May 1, 1943, with the Association, is an agreement made with an organization not freely chosen by the employees of the respondent as their representative for the purposes of collective bargaining, and constitutes an illegal interference with the rights guaranteed employees in Section 7 of the Act.”

in that said finding is not supported by, and is contrary to, the evidence.

39. To the finding set forth in the Intermediate Report, which is as follows:

“In the undersigned’s (Trial Examiner’s) opinion, the respondent’s favor and support, have so permeated the affairs of the organization as to prevent its functioning as an independent bargaining agent. Until the momentum supplied to the Association by the respondent’s contributions, approval, and encouragement,

has been dissipated, the employees will be deprived of the truly independent and uninfluenced representation which the Act demands. When the respondent's influence has been dispelled the employees will be free to determine for themselves the representation they genuinely desire."

in that said finding is not sustained by, and is contrary to, the evidence.

40. Respondent excepts to the finding of the Trial Examiner that the leadmen employed by respondent or supervisory employee, have acted for or on behalf of the management, and to the finding of the Trial Examiner that the acts of the respondent were such as to lead the employees to believe that the leadmen acted for or on behalf of management, on the grounds that said findings, and each of them, is contrary to, and not supported by, the evidence.

41. To the finding set forth in the Intermediate Report, which is as follows:

"The undersigned has found that the respondent has dominated and interfered with the formation and administration of, and has contributed support to, the Association."

in that said finding is not sustained by, and is contrary to, the evidence.

42. To the finding set forth in the Intermediate Report, which is as follows:

"The effect and consequence of the respondent's domination of, interference with, and sup-

port of the Association, as well as the continuing recognition of the Association as the bargaining representative of its employees, constitute a continuing obstacle to the free exercise by the respondent's employees of the rights guaranteed to them in the Act."

in that said finding is not sustained by, and is contrary to, the evidence.

43. To the finding set forth in the Intermediate Report, which is as follows:

"Because of respondent's illegal conduct with regard to the Association, that organization is incapable of serving respondent's employees as a genuine collective bargaining agency."

in that said finding is not sustained by, and is contrary to, the evidence.

44. To the finding set forth in the Intermediate Report, which is as follows:

"Accordingly, the undersigned will recommend that the respondent disestablish and withdraw all recognition from the Association as representative of any of the respondent's employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment."

in that said finding is not sustained by, and is contrary to, the evidence.

45. To the finding set forth in the Intermediate Report, which is as follows:



“Since such contract (May 1, 1943) represents the fruit of the respondent’s unfair labor practices, the undersigned will recommend that the respondent cease giving effect to it or to any other existing contract between it and the Association or to any modification or extension thereof.”

in that said finding is not sustained by, and is contrary to, the evidence.

46. To the conclusion of law set forth in the Intermediate Report, which is as follows:

“By dominating and interfering with the formation and administration of Gilfillan Employees Mutual Association, and contributing support thereto, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 9 (2) of the Act.”

in that said conclusion is not based upon or sustained by the evidence or the facts found by the Trial Examiner, and that said conclusion of law is contrary to the provisions of the National Labor Relations Act.

47. To the conclusion of law set forth in the Intermediate Report, which is as follows:

“By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.”

in that said conclusion is not based upon or sus-

tained by the evidence or the facts found by the the Trial Examiner, and that said conclusion of law is contrary to the provisions of the National Labor Relations Act.

48. To the ruling of the Trial Examiner overruling respondent's objection to the question appearing on page 332 of the transcript, as follows:

"Q. Will you tell us what your conversation with Mr. Clark was?"

upon the ground that the question was not material to any matter in issue, upon the further ground that the witness had stated that the conversation referred to in the question occurred after the witness ceased to be an employee of the respondent, upon the further ground that no foundation had been laid that Mr. Clark had any authority to act for the respondent, upon the further ground that it would be hearsay and no proper foundation laid.

49. To the ruling of the Trial Examiner overruling respondent's objection to the question appearing on page 337 of the transcript, as follows:

"Q. Will you relate that conversation?"

upon the ground that the question called for hearsay.

50. To the ruling of the Trial Examiner appearing on page 343 of the transcript, overruling the objection of the respondent to the questions propounded to the witness Ella Richardson relating to her conversation with one Roy Johnson, upon the ground that the question called for hearsay.

51. To the ruling of the Trial Examiner over-

ruling respondent's objection to the question appearing on page 793 of the transcript, as follows:

"Q. And calling your attention to the afternoon of that day, that is the evening of that meeting, will you tell me whether you had a discussion with Marjorie Goebel regarding the E.M.A.?"

"A. Yes, I walked over to the meeting with her.

"Q. All right. Now tell me what your conversation was with her at that time."

upon the ground that the question called for hearsay as to the respondent.

52. To the rulings of the Trial Examiner overruling respondent's motions to dismiss the complaint upon each and every ground set forth by respondent in its motions to dismiss the complaint, as found in the record, page 579 et seq.

53. Respondent excepts to the recommendation of the Trial Examiner that respondent:

"Cease and desist from: (a) In any manner dominating or interfering with the administration of Gilfillan Employees Mutual Association, or with the formation or administration of any other labor organization of its employees, and from contributing support thereto;"

upon the grounds: First, that it has not been proven that respondent has dominated or interfered with or supported Gilfillan Employees' Mutual Association, and second, that any action of respondent in connection with the formation or administration of any other labor organization than Gilfillan Employ-

ees' Mutual Association is not within the charge filed herein or the complaint, and is not a matter litigated in this proceeding.

54. Respondent excepts to the recommendations of the Trial Examiner that respondent:

“Cease and desist from: \* \* \* (b) Recognizing Gilfillan Employees Mutual Association as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment; (c) Giving effect to the contract of May 1, 1943, with Gilfillan Employees Mutual Association, or to any modification, extension, or renewal thereof;”

on the grounds that the evidence shows that Gilfillan Employees' Mutual Association is a lawful organization of the employees of respondent, that the evidence fails to show that respondent has been guilty of unfair labor practices relating to said Association, and that the evidence shows that a valid and existing contract exists, and has for more than one year prior to the filing of the charges herein, existed between the respondent and said Association, and upon the further ground that said recommendations are in violation of the provisions of the National Labor Relation Board Appropriation Act, 1944, Title IV, Act of July 12, 1943, Public Law 135, 78th Congress, First Session.

55. Respondent excepts to the recommendation of the Trial Examiner that respondent shall:

“Cease and desist from: \* \* \* (d) In any

other manner interfering with, restraining or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining, or other mutual aid or protection, as guaranteed in Section 7 of the Act.”

upon the grounds that the evidence fails to show that the respondent has committed any of the acts set forth in said recommendation, or any of the acts which by said recommendation respondent is ordered to cease and desist from committing, or to show that respondent has violated any of the provisions of the National Labor Relations Act.

56. Respondent excepts to the recommendation of the Trial Examiner that respondent:

“Withdraw all recognition from Gilfillan Employees Mutual Association, and completely disestablish that organization as the representative of any of the respondent’s employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;”

on the grounds that the evidence fails to show that respondent has interfered with, dominated, or controlled Gilfillan Employees’ Mutual Association, or been guilty of any unfair labor practice and that the evidence shows that the contract between the respondent and said Association was entered into



more than three months prior to the filing of the charges or complaint herein.

57. Respondent excepts to the recommendation of the Trial Examiner that respondent:

“Post immediately in conspicuous places in its plant in Los Angeles, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is recommended that it cease and desist in paragraph 1 (a), (b), (c), and (d) hereof; and (2) that the respondent will take the affirmative action set forth in paragraph 2(a) hereof;”

upon the ground that there is no substantial evidence to support any of the recommendations of the Trial Examiner referred to in the recommendation last hereinabove quoted.

58. Respondent excepts to the recommendation of the Trial Examiner that respondent:

“Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of receipt of this Intermediate Report, what steps the respondent has taken to comply herewith.”

in that said recommendation constitutes a purported order of the Trial Examiner to the respondent which is beyond the power or jurisdiction of the Trial Examiner to make.

59. Respondent excepts to the recommendation of the Trial Examiner, which is as follows:

“It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.”

upon the ground that said recommendation is beyond power of authority of the Trial Examiner, and would, if followed by the Board, deprive the respondent of the rights given to it by the National Labor Relations Board to file exceptions and briefs before that Board prior to the making of any order of the Board herein.

NOURSE & JONES

By PAUL NOURSE

Attorneys for Respondent,  
Gilfillan Bros., Inc.

#### AFFIDAVIT OF SERVICE BY MAIL

State of California

County of Los Angeles—ss.

Phyllis Payne, being first duly sworn, says: that affiant is a citizen of the United States and a resident of the County of Los Angeles; that affiant is over the age of eighteen years and is not a party to the within and above entitled action; that affiant's business address is: 1017 Rowan Bldg., Los Angeles #13, California; that on the 6th day of October, 1943, affiant served the within Exceptions of Gilfillan Bros., Inc., on: (1) National Labor Re-

lations Board, Twenty-first Region, Los Angeles, California, (2) International Association of Machinists, District Lodge No. 94, for and on behalf of Lodge No. 311, A.F.L., and (3) Employees Mutual Association, by placing a true copy thereof in an envelope addressed to each of said parties as follows:

1. National Labor Relations Board, Twenty-first Region, 111 West 7th Street, Los Angeles, 14, California  
(Attention: Mr. E. J. Eagen, Regional Director)
2. International Association of Machinists, District Lodge No. 94, for and on behalf of Lodge No. 311, A.F.L. 7806 Lou Dillon, Los Angeles 1, California  
(Attention: Mrs. Myrtle M. Volz)
3. Employees Mutual Association c/o Philip L. Wilson, Jr, Esquire, 625 Citizens National Bank Bldg., Los Angeles, 13, California

and then by sealing said envelopes and depositing the same, with postage thereon fully prepaid, in the United States Post Office at Los Angeles, California, where is located the office of the attorneys for Respondent, by and for whom said service was made.

That there is delivery service by United States mail at the places so addressed, or there is a regular communication by mail between the place of mailing and the places so addressed.

PHYLLIS PAYNE

Subscribed and sworn to before me this 6th day of October, 1943.

MARGUERITE BAUER

Notary Public in and for the County of Los Angeles, State of California

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United States of America  
Before the National Labor Relations Board

Case No. 21-C-2281

In the Matter of

GILFILLAN BROS., INC, a corporation  
and

INTERNATIONAL ASSOCIATION OF  
MACHINISTS LODGE # 94, for and on behalf  
of LODGE #311.

### DECISION AND ORDER

On September 11, 1943, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding. He found that the respondent had not engaged in unfair labor practices as alleged in the complaint, within the meaning of Section 8 (3) of the Act, but that the respondent had engaged in and was engaging in certain unfair labor practices within the meaning of Section 8 (1) and (2) of the Act, and he recommended that it cease and desist therefrom and take certain affirmative action, as set out in the copy of the Intermediate Report attached

hereto. Thereafter the respondent filed exceptions to the Intermediate Report and a brief in support of its exceptions. Neither the I.A.M. nor the Association filed exceptions or a brief.

Pursuant to notice and at the request of the respondent, a hearing was held before the Board at Washington, D. C., on October 28, 1943, for the purpose of oral argument. The respondent and the I. A.M. were represented by counsel and participated in the hearing.

The Board has considered the Intermediate Report, the respondent's exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner subject to the following clarifying statement.

While no single fact set forth in the Intermediate Report, considered alone, justifies the conclusion that the Association is a company-dominated labor organization, under all the circumstances taken together, including particularly the financial assistance given by the respondent to the Association, the activity of leadmen<sup>1</sup> in behalf of that organization, and the circumstances leading to and surrounding the execution of the 1943 contract, as set forth in the Intermediate Report, we are convinced and we find that the respondent dominated and interfered with the formation and administration of the Association and contributed support to it.

The respondent has moved to dismiss the case on

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<sup>1</sup>Including Margaret Goebel.



the ground that the National Labor Relations Board Appropriations Act, 1944,<sup>2</sup> precludes the Board from proceeding herein, since the complaint as amended seeks to set aside as illegal a contract between the respondent and the Association executed in May 1943.<sup>3</sup> In support of its contention, the respondent argues that the 1943 contract is an agreement which has been in existence for 3 months or longer without complaint being filed,<sup>4</sup> since that

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<sup>2</sup>Title IV, Act of July 12, 1943, P. L. 135, 78th Cong., 1st Sess. The Appropriations Act contains the following provisions:

“No part of the funds appropriated in this title shall be used in any way in connection with a complaint case arising over an agreement between management and labor which has been in existence for 3 months or longer without complaint being filed. Provided, That, hereafter notice of such agreement shall have been posted in the plant affected for said period of 3 months, said notice containing information as to the location at an accessible place of such agreement where said agreement shall be open for inspection by any interested person.”

<sup>3</sup>The complaint was amended on July 7, 1943. While neither the charge nor the first amended charge filed herein on March 8 and May 5, 1943, respectively, directly attacked the validity of any contract, they included allegations of unfair labor practices with respect to the Association, within the meaning of Section 8 (2) of the Act.

<sup>4</sup>Under a ruling of the Comptroller General of the United States, B-35803, dated July 29, 1943, the provision in question limits the use of funds to those cases in which charges have been filed within 3 months of the execution of a labor agreement, but prescribes no limitation as to the time within which a complaint may be issued by the Board.

contract is a mere continuation of a contract between the same parties executed in April 1942. We find no merit in the respondent's contention. Although the 1943 contract recites on its face that the parties intended to continue in existence the 1942 contract, the 1943 contract is a negotiated new contract containing substantive provisions with respect to terms and conditions of employment not found in the pre-existing contract.<sup>5</sup> Under the circumstances we are of the opinion that the 3-month limitation period became operative on the date of the signing of the new contract. Thus, the 1943 contract has not been in existence for 3 months or longer without complaint being filed, within the meaning of the 1944 Appropriations Act.

### ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Gilfillan Bros., Inc., and its officers, agents, successors and assigns, shall:

1. Cease and desist from:

- (a) In any manner dominating or interfering with the administration of Gilfillan Employees Mutual Association, or with the formation or administration of any other labor organization of its employees, and from contributing support to Gilfillan Employees Mutual Association or to any other labor organization of its employees;

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<sup>5</sup>These include provisions relating to wages, grievances machinery, extra pay for holiday work, and vacations with pay.

(b) Recognizing Gilfillan Employees Mutual Association as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(c) Giving effect to the contract of May 1, 1943, with Gilfillan Employees Mutual Association, or to any modification, extension, or renewal thereof;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Gilfillan Employees Mutual Association, and completely disestablish that organization, as the representative of any of the respondent's employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;

(b) Post immediately in conspicuous places in its plant in Los Angeles, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and

desist in paragraph 1 (a), (b), (c) and (d) of this Order; and (2) that the respondent will take the affirmative action set forth in paragraph 2(a) of this Order;

(c) Notify the Regional Director for the Twenty-first Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

And It Is Further Ordered that the complaint as amended be, and it hereby is, dismissed insofar as to alleges that the respondent discriminated with respect to hire and tenure of employment, within the meaning of Section 8 (3) of the Act.

Signed at Washington, D. C., this 13 day of November, 1943.

HARRY A. MILLIS

Chairman

GERARD D. REILLY

Member

JOHN M. HOUSTON

Member

(Seal) National Labor Relations Board

[Printer's Note: Intermediate Report, attached here, is not reproduced, as it is the same as the Intermediate Report set out at pages 18 to 58 of this Printed Record.]

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## AFFIDAVIT AS TO SERVICE

District of Columbia—ss.

I, Phyllis M. Proctor, being first duly sworn, on oath saith that I am one of the employees of

the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 13th day of November, 1943, I mailed postpaid, bearing Government frank, by registered mail, a copy of the Decision and Order [and Intermediate Report] to the following named persons, addressed to them at the following addresses:

69562

International Association of Machinists District Lodge No. 94, on behalf of Lodge 311, AFL

Att: Mr. Roscoe V. Ickes  
532 Maple Avenue  
Los Angeles, California

69563

Myrtle M. Volz and Bennie C. Dale  
7806 Lou Dillon  
Los Angeles 1, California

69564

Gilfillan Bros., Inc.  
1815 Venice Blvd.  
Los Angeles, California

69565

Nourse & Jones  
458 S. Spring Street  
Los Angeles 13, California

69566

Gilfillan Employees Mutual Association  
c/o Gilfillan Bros., Inc.  
1815 Venice Blvd.  
Los Angeles, California



69567

Philip L. Wilson, Esquire  
625 Citizens National Bank Bldg.  
Los Angeles 13, California

PHYLLIS M. PROCTOR

Subscribed and sworn to before me this 13th day  
of November 1943.

[Seal] KATHRYN B. HARRELL,  
Notary Public, D. C. My commission expires March  
1, 1947.

(Return Card Receipts for above Registered Mail  
attached.)

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In the United States Circuit Court of Appeals  
For the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,  
Petitioner,

v.

GILFILLAN BROS., INC.,  
Respondent.

CERTIFICATE OF THE NATIONAL  
LABOR RELATIONS BOARD

The National Labor Relations Board, by its Chief  
of the Order Section, duly authorized by Section  
1 of Article VI, Rules and Regulations of the Na-  
tional Labor Relations Board—Series 3, hereby cer-  
tifies that the documents annexed hereto constitute  
a full and accurate transcript of the entire record

in a proceeding had before said Board entitled, "In the Matter of Gilfillan Bros., Inc. a Corporation and International Association of Machinists, District Lodge #94, for and on behalf of Lodge #311," the same being Case No. 21-C-2281, before said Board, such transcript including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Stenographic transcript of testimony before Charles W. Schneider, Trial Examiner for the National Labor Relations Board, on June 30, July 1, 2, 5, 7, 8, 9, 10, 12, 14, 15 and 16, 1943, together with all exhibits introduced in evidence.

(2) Copy of Intermediate Report of Trial Examiner Schneider, dated September 11, 1943.

(3) Copy of order transferring the case to the Board, dated September 15, 1943.

(4) Copy of respondent's telegram, dated September 17, 1943, requesting extension of time to file exceptions and briefs.

(5) Copy of letter, dated September 18, 1943, granting all parties extension of time to file exceptions and briefs.

(6) Copy of respondent's letter, dated September 22, 1943, requesting oral argument before the Board.

(7) Copy of notice of hearing for the purpose of oral argument before the Board, dated October 1, 1943.

(8) Copy of respondent's exceptions to the Intermediate Report, sworn to October 6, 1943.

(9) Copy of list of appearances at oral argument before the National Labor Relations Board October 29, 1943.

(10) Copy of Decision and Order issued by the National Labor Relations Board November 13, 1943, with Intermediate Report annexed, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof the Chief of the Order Section of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 1st day of February 1944.

[Seal]

JOHN E. LAWYER

Chief, Order Section

National Labor Relations  
Board.

[Title of Circuit Court of Appeals and Cause.]

No. 10688

PETITION FOR ENFORCEMENT OF AN  
ORDER OF THE NATIONAL LABOR RE-  
LATIONS BOARD

To the Honorable, the Judges of the United States  
Circuit Court of Appeals for the Ninth Cir-  
cuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act (Act of July 5, 1935, 49 Stat. 449, c. 372, 29 U.S.C. § 151 et seq.), respectfully petitions this Court for the enforcement of its order against respondent, Gilfillan Bros., Inc., and its officers, agents, successors, and assigns. The proceeding resulting in said order is known upon the records of the Board as "In the Matter of Gilfillan Bros., Inc. a Corporation and International Association of Machinists, District Lodge #94, for and on behalf of Lodge #311, Case No. 21-C-2281."

In support of this petition, the Board respectfully shows:

(1) Respondent is a California corporation, engaged in business in the State of California, within this judicial circuit, where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire

record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, the Board, on November 13, 1943, duly stated its findings of fact, conclusions of law and issued an order directed to the respondent, and its officers, agents, successors, and assigns. So much of the aforesaid order as relates to this proceedings provides as follows:

### ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Gilfillan Bros., Inc., and its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) In any manner dominating or interfering with the administration of Gilfillan Employees Mutual Association, or with the formation or administration of any other labor organization of its employees, and from contributing support to Gilfillan Employees Mutual Association or to any other labor organization of its employees;

(b) Recognizing Gilfillan Employees Mutual Association as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(c) Giving effect to the contract of May 1, 1943, with Gilfillan Employees Mutual Association, or to any modification, extension, or renewal thereof;



(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Gilfillan Employees Mutual Association, and completely disestablish that organization, as the representative of any of the respondent's employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;

(b) Post immediately in conspicuous places in its plant in Los Angeles, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraph 1 (a), (b), (c), and (d) of this Order; and (2) that the respondent will take the affirmative action set forth in paragraph 2 (a) of this Order;

(c) Notify the Regional Director for the Twenty-first Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

(3) On November 13, 1943, the Board's decision and order was served upon respondent by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Messrs. Nourse & Jones, respondent's attorney in Los Angeles, California.

(4) Pursuant to Section 10 (e) of the National Labor Relations Act, the Board is certifying and filing with this Court a transcript of the entire record in the proceeding before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon respondent and that this Court take jurisdiction of the proceedings and of the questions determined therein and make and enter upon the pleadings, testimony and evidence and the proceedings set forth in the transcript, and so much of the order made thereupon set forth in paragraph (2) hereof, a decree enforcing in whole said order of the Board and requiring respondent, and its officers, agents, successors, and assigns to comply therewith.

NATIONAL LABOR RELATIONS BOARD

By .....

Howard Lichtenstein

Assistant General Counsel.

Dated at Washington, D. C. this 15th day of February 1944.

District of Columbia, ss:

Howard Lichtenstein, being first duly sworn, states that he is Assistant General Counsel of the National Labor Relations Board, petitioner herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing petition and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information and belief.

/s/ HOWARD LICHTENSTEIN  
Assistant General Counsel

Subscribed and sworn to before me this 15th day of February 1944.

[Seal] /s/ JOHN E. LAWYER  
Notary Public, District of Columbia. My commission expires August 31, 1944.

[Endorsed]: Filed Feb. 21, 1944. Paul P. O'Brien, Clerk.

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[Title of Circuit Court of Appeals and Cause.]

ANSWER OF GILFILLAN BROS., INC. TO PETITION FOR ENFORCEMENT OF ORDER OF NATIONAL LABOR RELATIONS BOARD

Comes now Gilfillan Bros., Inc. and in answer to the petition filed herein by the National Labor Relations Board, admits, denies and alleges as follows:

I.

Alleges that the order of the National Labor Relations Board, enforcement of which is herein sought against this Respondent, is contrary to law, void and of no effect, in that the Findings of Fact, Conclusions of Law, and the decision and order based thereon are not supported by substantial evidence.

FOR A FURTHER AND SEPARATE  
DEFENSE:

I.

That the Intermediate Report of the Trial Examiner, which was adopted by the National Labor Relations Board as a part of its decision, is contrary to the evidence and is not supported by substantial evidence.

FOR A FURTHER AND SEPARATE  
DEFENSE:

I.

That the decision of the Board is contrary to, and not supported by, the Findings of Fact made by the Trial Examiner and adopted by the Board in this: that by the Findings of the Trial Examiner adopted by the Board it is found that there is not any substantial evidence to support the allegations of the complaint as to the violation by this Respondent of Section 8(1) of the National Labor Relations Act; and in this: that the Trial Examiner has found that there was no substantial evi-

dence to support the allegations of Paragraphs 10 and 11 of the complaint on file herein.

FOR A FURTHER AND SEPARATE  
DEFENSE:

I.

That the order of the National Labor Relations Board against this Respondent is contrary to law, void and of no effect, and in excess of the jurisdiction of said Board in that it is an attempt to enforce the terms of the National Labor Relations Act by the extraordinary remedy of a blanket injunction.

FOR A FURTHER AND SEPARATE  
DEFENSE:

I.

That the order of the National Labor Relations Board is void and of no effect in that it seeks to compel this Respondent to cease and desist from acts in the future which were not involved in this proceeding and as to which no evidence has been introduced in this proceeding and as to which no Findings of Fact have been made in this proceeding.

FOR A FURTHER AND SEPARATE  
DEFENSE:

I.

That there was no evidence that this Respondent has committed any act in violation of Section 7 or Section 8(1) or Section 8(2) of the National Labor Relations Act.



Wherefore, Respondent prays:

1. That the petition for enforcement be denied, and that this Court enter its order vacating, setting aside and annulling said order.

2. That this Court enter an order staying the enforcement of the order of the Board, enforcement of which is herein sought, pending the termination of this review by this Court.

3. That this Honorable Court grant to Respondent such other and further relief in the premises as the rights and equities of the cause may require.

PAUL NOURSE,

Attorney for Respondent,

Gilfillan Bros., Inc.

(AFFIDAVIT OF SERVICE BY MAIL

—1013a, C. C. P.)

No. CCA 10688

State of California,

County of Los Angeles—ss.

Phyllis Payne, being first duly sworn, says: That affiant is a citizen of the United States and a resident of the County of Los Angeles; that affiant is over the age of eighteen years and is not a party to the within and above entitled action; that affiant's business address is: 1017 Rowan Building, 458 S. Spring Street, Los Angeles 13, California that on the 22 day of March, 1944, affiant served the within Answer of Gilfillan Bros., Inc. on the petitioner in said action, by placing a true copy thereof in an envelope addressed to the at-

torney of record for said petitioner at the office address of said attorney, as follows: (Here quote from envelope name and address of addressee.) "Mr. Howard Lichtenstein, Assistant General Counsel for National Labor Relations Board, Rochambeau Building, Washington, D. C."; and by then sealing said envelope and depositing the same, with postage therein fully prepaid, in the United States Post Office at Los Angeles, California, where is located the office of the attorney for the person by and for whom said service was made.

That there is delivery service by United States mail at the place so addressed, or there is a regular communication by mail between the place of mailing and the place so addressed.

PHYLLIS PAYNE

Subscribed and sworn to before me this 22 day of March, 1944.

[Seal] MARGUERITE BAUER,  
Notary Public in and for the County of Los Angeles, State of California.

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[Title of Circuit Court of Appeals and Cause.]

### STATEMENT OF POINTS

Pursuant to Section 6 of Rule 19 of the Court, the Board submits the following statement of points upon which it intends to rely in the trial of the above-entitled case to the Court:

I.

The Board's findings of fact are supported by substantial evidence. Upon the facts so found, respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) and (2) of the Act.

II.

The Board's order is wholly valid and proper under the Act.

Dated at Washington, D. C., this 15 day of February 1944.

HOWARD LICHTENSTEIN,  
Assistant General Counsel  
National Labor Relations  
Board.

[Endorsed]: Filed Feb. 21, 1944. Paul P. O'Brien, Clerk.

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ORDER TO SHOW CAUSE

CCA #10688

United States of America, ss:

The President of the United States of America  
To Gilfillan Bros., Inc., 1815 Venice Blvd., Los  
Angeles, Cal.; International Association of Ma-  
chinists District Lodge No. 94, on behalf of  
Lodge 311, A.F.L., 532 Maple Avenue, Los An-  
geles, Calif., and Gilfillan Employees Mutual  
Association, 1815 Venice Blvd., Los Angeles,  
California.

## GREETING:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)), you and each of you are hereby notified that on the 21st day of February, 1944 a petition of the National Labor Relations Board for enforcement of its order entered on November 13, 1943 in a proceeding known upon the records of the said Board as

“In the Matter of Gilfillan Bros., Inc., a corporation, and International Association of Machinists, District Lodge #94, for and on behalf of Lodge #311, Case No. 21-C-2281,”

and for entry of a decree by the United States Circuit Court of Appeals for the Ninth Circuit, was filed in the said United States Circuit Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Circuit Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Harlan Fiske Stone, Chief Justice of the United States, this 21st day of February in the year of our Lord one thousand, nine hundred and forty-four.

[Seal]                      PAUL P. O'BRIEN

Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit

## RETURN ON SERVICE OF WRIT

United States of America,  
Southern District of California—ss.

I hereby certify and return that I served the annexed order to show cause on the therein-named International Association of Machinists District Lodge #94, on behalf of Lodge 311, A.F.L. by handing to and leaving a true and correct copy thereof with Mr. Stanley Stearns, Senior Business Agent personally at Los Angeles in said District on the 24th day of Feb., 1944.

ROBERT E. CLARK

U. S. Marshal.

By JOHN C. BROOKE

Deputy.

Marshal's Fees .....\$6.00

Mileage .....\$ .30

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Total .....\$6.30

## RETURN ON SERVICE OF WRIT

United States of America,  
Southern District of California—ss.

I hereby certify and return that I served the annexed order to show cause on the therein-named Gilfillan Employees Mutual Association by handing to and leaving a true and correct copy thereof with Ray Johnson, Chairman of Employee's Committee



personally at Los Angeles in said District on the 24th day of Feb. 1944.

ROBERT E. CLARK

U. S. Marshal.

By JOHN C. BROOKS

Deputy.

RETURN ON SERVICE OF WRIT

United States of America,

Southern District of California—ss.

I hereby certify and return that I served the annexed order to show cause on the therein-named Gilfillan Bros., Inc. by handing to and leaving a true and correct copy thereof with Miss I. Kemp, Secretary and Treasurer personally at Los Angeles in said District on the 24th day of Feb., 1944.

ROBERT E. CLARK

U. S. Marshal.

By JOHN C. BROOKE

Deputy.

[Endorsed]: Filed Feb. 28, 1944. Paul P. O'Brien, Clerk.

Before the National Labor Relations Board

Twenty-first Region

Case No. 21-C-2281

In the Matter of:

GILFILLAN BROS., INC.

and

INTERNATIONAL ASSOCIATION OF MA-  
CHINISTS, DISTRICT LODGE No. 94, for  
and on behalf of LODGE 311, AFL

Room 920, Board of Trade Building

111 West Seventh Street,

Los Angeles, California

Wednesday, June 30, 1943

The above-entitled matter came on for hearing,  
pursuant to notice, at 10 o'clock, a.m.

Before:

Charles W. Schneider, Trial Examiner.

Appearances:

William B. Esterman,

111 West Seventh Street,

Los Angeles, California,

appearing on behalf of the National Labor  
Relations Board.

Nourse & Jones,

By: Paul Nourse and

Everett W. Thompson

1017 Rowan Building,

Los Angeles, California,

appearing for the Respondent, Gilfillan  
Bros., Inc.

Philip L. Wilson, Jr.,

453 South Spring Street,

Los Angeles, California,

appearing for Employees Mutual Asso-  
ciation. [1\*]

Myrtle M. Volz,

7806 Lou Dillon,

Los Angeles, California,

appearing for the International Association  
of Machinists, Lodge 311. [2]

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Trial Examiner Schneider: With respect to the application for intervention by Gilfillan Employees Mutual Association, the application to intervene is granted to the extent to the interest of the Employees Mutual Association. [12]

Mr. Nourse: As to 1-a of Appendix A to the subpoena duces tecum, I make the following statement on the record. Just let me read it first:

"1. All books and records of Gilfillan Bros. Inc. showing:

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\* Page numbering appearing at top of page of original Reporter's Transcript.

- a. The amount, by volume or dollar value, of all goods, merchandise, supplies, materials and equipment purchased by the company for production and maintenance purposes during the calendar year 1942, together with the amount, by volume or dollar value, of such purchases or deliveries from sources of supply outside the State of California.
- b. The amount, by volume or dollar value, of all goods and finished products manufactured, processed, sold and distributed by Gilfillan Bros. Inc. during the calendar year 1942, together with the amount, by volume or dollar value, of such sales and distributions to places, persons or firms outside the State of California.”

As to those, I make the statement to the Trial Examiner, that under the secrecy agreement signed by Gilfillan Bros. Inc. [14] with various agencies of the United States government, we can not and will not produce those books and records. We have agreed that they shall not be made public in any manner, shape or form. For the purpose of the record, however, I am willing to stipulate so as to not—we have not denied in our answers, you will note, the interstate commerce. I don't see that it is material to the record, in view of there being no issue of fact made—but, I am willing to stipulate that sales in interstate commerce, that is sales from California delivered outside the state were twenty-

eight per cent of our volume in 1942, and that that exceeded \$100,000.00.

Mr. Esterman: That is, the twenty-eight per cent did?

Mr. Nourse: Yes. And purchases from outside the state delivered into this state were eleven and thirty-two one hundredths per cent, or over eleven per cent, and that that exceeded \$100,000.00; and that all of those purchases and sales were made in those per centages in performance of contracts, either prime or sub-contracts, with the Government of the United States.

Mr. Esterman: You offer that as a stipulation?

Mr. Nourse: Yes, for the purpose of this proceeding only.

Mr. Esterman: I join in that stipulation, Mr. Examiner. [15]

Trial Examiner Schneider: May I ask this question of counsel for respondent: the company is a corporation?

Mr. Nourse: Yes.

Trial Examiner Schneider: Organized under the laws——

Mr. Nourse: And existing under the laws of the State of [16] California.

Trial Examiner Schneider: Thank you.

Mr. Wilson: I believe one statement that is in order for the benefit of the Trial Examiner, to the effect that there was a fire at Gilfillan Bros. Inc.

Mr. Nourse: November 30, 1940 in which the entire plant was destroyed.



Mr. Wilson: All books and records were destroyed at that time.

Mr. Nourse: All books and records except open accounts; books and records of open accounts, accounts payable and receivable which were kept in a fireproof safe, all except those were destroyed.

Trial Examiner Schneider: What date?

Mr. Nourse: November 30, 1940.

Trial Examiner Schneider: Thank you.

Mr. Nourse: The plant has been rebuilt since then.

Trial Examiner Schneider: Same location?

Mr. Nourse: Same location.

Mr. Esterman: May we take that as a stipulation of fact then, because we may have reference to it from time to time?

Mr. Nourse: Sure.

Trial Examiner Schneider: There has been no change in the business since that fire?

Mr. Nourse: Since that time it has been almost entirely [17] 100 percent defense. Prior to that time we were engaged in the manufacture of radios and refrigerators, besides having sub-contracts. I say 100 per cent, but we maintain a local service organization for the things that we formerly sold. That is at a separate plant. It is entirely incidental to to anything else. [18]

## ALBERT WALTERS

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and [19] testified as follows:

## Direct Examination

Q. (By Mr. Esterman): Mr. Walters, you are the machine shop night superintendent at Gilfillan Bros. Inc.; is that correct? A. That's right.

Q. And that takes in what shift?

A. Night shift; from six to six; two nights on and one night off.

Q. And does your supervision—what does it include with respect to departments?

A. It includes all the automatics, turrets, mills—

Q. You are speaking of machinery, now?

A. That's right; drill presses, burr department; and work in that building which is machine.

Q. Is the machine shop considered as being a department or are there departments in the machine shop; that is what I am getting at?

A. Departments in the machine shop.

Q. Will you name those department employees?

A. You have them all there; rework department, burr department, [20] drill press.

Q. How long have you been with Gilfillan Bros. Inc.? A. Since August 1, 1941, I think.

Q. Have you been employed in that capacity since you came with the Company?

A. That's right; that is 1942 not 1941.

Q. August 1, 1942? A. Yes.

(Testimony of Albert Walters.)

Q. With reference to these departments; you have persons in charge of any one or combinations of those departments who are under your authority?

A. We have leadmen or foremen, as they are sometimes called.

Q. Name one? A. Godfrey; Carl Godfrey.

Q. What is he in charge of?

A. Turret department. [21]

Q. Turret lathes? A. That's right.

Q. Name another?

A. John Stan, automatics.

Q. Yes?

A. In drill press—in mills we have Al Bluel.

Q. Yes?

Mr. Wilson: What department is he in?

The Witness: Milling department.

Mr. Nourse: Who is in drill press?

The Witness: At the time that this was taking place, George Nelson.

Q. (By Mr. Esterman): Who is the foreman now in the drill press department?

A. We just have a few fellows working. I am more or less overseeing that.

Q. You have no one under you who oversees that? A. No. [22]

Q. Have you named all the persons who are in charge under your supervision? A. Yes, sir.

Q. Of these departments? A. Yes, sir.

Q. To whom are you responsible, Mr. Walters?

[23]

(Testimony of Albert Walters.)

A. Mr. Chester Cramer.

Q. And Mr. Cramer is what?

A. Well, he is shop superintendent; that would be his title.

Q. Is that with relation only to the night shift or all shifts?      A. All shifts.

Q. He is the shop superintendent?

A. That's right.

Q. And do you know whom he reports to?

A. Mr. Sparks, I believe.

Q. Do you know a man named George Nelson who used to work for the Company?

A. Yes, sir.

Q. He left the Company sometime in March, did he not?

A. I believe that was the time; I don't recall exactly.

Q. And in what capacity was he employed at the time he left?      A. Drill press leadman.

Q. How many people did he lead?

A. Fifteen or more, something like that; ten to fifteen, something like that.

Q. That would be during the time that you were with the Company?      A. That's right. [24]

Q. That is to say, that he occupied that position when you came with the company?

A. Well, I believe he was hired just shortly after I came.

Q. And was he hired in that capacity?

A. That's right.

(Testimony of Albert Walters.)

Q. And he continued in that capacity?

A. That's right.

Q. Will you explain to us what you mean by leadman?

A. Well, a leadman or foreman are practically the same category.

Q. Yes?

A. Some shops would call them leadmen and others call them foremen.

Q. Did he direct the work of the people under him in the sense that he told them what to do?

A. Yes.

Q. And when to do it?           A. Yes.

Q. Did he discharge and hire people for work in his department?

A. No; that wasn't his job.

Q. What was done in connection with hiring of people for the drill press work; how was that arranged?

A. That is taken care of by the personnel office. He [25] comes in with a card to report to work and he just reports to work.

Trial Examiner Schneider: Are you referring just to Nelson or the category of foreman and leadman generally?

Mr. Esterman: I am referring to Nelson.

Q. (By Mr. Esterman): I am referring to Nelson.           A. That's right.

Q. During the time that Nelson was there, were there any people discharged from his department?

A. I don't specifically recall any cases, but it is possible that there was.



(Testimony of Albert Walters.)

Q. Do you recall whether he ever discharged anyone?

A. I believe there was one. I am not sure who he was or what his name was.

Q. I take it that Mr. Nelson in his capacity as foreman or leadman, as you call him, from time to time borrowed workers from other departments?

A. Well, yes, if he could. If there was any available help to put on drill presses he would.

Q. He had that authority?

A. Well, no, he would always come to me first.

[26]

Q. I mean to say that he would, if he needed additional personnel on drill presses, he would come to you and you would furnish them if you had them?

A. That's right.

Q. And you have done that on some occasions?

A. That's right.

Q. And did he ever move people out of the drill press work into other work?

A. I think so.

Mr. Nourse: You mean did he, Nelson, do it, or did Walters?

Mr. Esterman: Nelson.

The Witness: I imagine between him and, well, the forelady or leadlady on the burr bench, Miss Goebels, I think, between the two, why, if extra work or help was needed in one department and they had an extra man or woman, why, they would transfer her back and forth.

Q. (By Mr. Esterman): That is, Mr. Nelson and Miss Goebels or Mrs. Goebels,—which is it?

(Testimony of Albert Walters.)

A. I don't know.

Q. At any rate, her name was Goebels. Marjorie Goebels? A. Marjorie.

Trial Examiner Schneider: What was her status?

The Witness: She was a forelady over the women in the burr department. [27]

Trial Examiner Schneider: Over the women in the burr department?

The Witness: That's right.

Q. (By Mr. Esterman): That is to say, that there have been, and this was during the time that Mr. Nelson was there, there have been transfers, temporary transfers, from the drill press department into other departments, and from other departments into the drill press department?

A. Yes, that's possible; yes, sir.

Q. Generally, they were arranged by requests of Mr. Nelson to you, if he wanted the persons?

A. That's right.

Q. I started to ask you before whether there were occasions when he transferred persons out of the drill press into other work?

A. Well, if work was a little slack in drill press, and he had a couple of fellows he didn't have any use for for a couple of hours, he would bring them to me, and I would put them to work in some other department.

Q. That is, he would say, "These men——"

A. "There is no work for them."

Q. "There is no work for them," and you put them to work some place else; is that correct?

(Testimony of Albert Walters.)

A. That's right.

Q. Now, is the statement you just made applicable to [28] Marjorie Goebels? Is that applicable in her case also, with respect to girls on the burr work?

A. Yes, but I don't believe—I don't recall of her having anybody transferred around.

Q. Well, let me ask you this: during the time that you have been with the company and she has been in charge of that burr bench, has she ever made requests of you for additional workers?

A. Yes.

Q. And have you furnished those workers when you had them?

A. That's right.

Q. Has she ever brought you workers and told you she didn't have enough for them to do, and she wanted them to do something else?

A. Well, there is usually enough back there to keep them busy. As a rule, we have never taken them out or taken them down from the burr department and put them in any other department, because they as a rule didn't work out in any—have never had the experience to work in another department. [29]

Q. Now, as of February 22nd and up to that date, about how many persons did your supervision account for, approximately?

A. Well, between 35 and 50.

Trial Examiner Schneider: That is the burr department?

The Witness: No, that is the total.

(Testimony of Albert Walters.)

Trial Examiner Schneider: The total in the machine shop?

The Witness: In the machine shop department.

Trial Examiner Schneider: On the night shift?

The Witness: On the night shift, that's right.

Trial Examiner Schneider: And what was that number?

The Witness: 35 to 50, somewheres in there.

Q. (By Mr. Esterman): What is the situation now with [32] respect to that?

A. Well, I believe there is about 25 to 30, something like that. [33]

Q. (By Mr. Esterman): You did observe some union buttons? And by "union buttons" I mean A. F. of L. Machinists' buttons, you did observe some unions buttons worn on your shift, did you not? A. That's right.

Q. And you knew that some of the people that worked on the night shift in the machine shop were members; is that right?

A. I assumed as much, yes.

Mr. Nourse: May I interrupt there?

Mr. Esterman: Yes.

Mr. Nourse: You assumed that from the fact they wore buttons; is that it?

The Witness: That's right.

Q. (By Mr. Esterman): Now, from your observation and from what you saw on the night shift and what you heard, were you able to form any opinion as to what percentage of the people em-

(Testimony of Albert Walters.)

ployed in the machine shop night shift were active in the A. F. of L. Machinists'? [36]

Trial Examiner Schneider: Do you still press your objection?

Mr. Nourse: No, I will let it go. We now have some basis on which to express an opinion.

The Witness: Well, from the visual appearance of the buttons, why, there was quite a few; the biggest majority, I would say.

Q. (By Mr. Esterman): The biggest majority?

A. That's right.

Q. More than half, you would say? A. Yes.

Trial Examiner Schneider: Your conclusion is based entirely upon the number of buttons that you saw displayed in the machine shop?

The Witness: Yes.

Trial Examiner Schneider: That is to say, the number of people who were wearing buttons, A. F. of L. buttons?

The Witness: That's right.

Trial Examiner Schneider: In the machine shop?

The Witness: Yes.

Trial Examiner Schneider: Constituted the great majority of the employees in the machine shop?

The Witness: That's right. [37]

Q. (By Mr. Esterman): Now, there is a man named Harry Bucknell on your shift, is there not?

A. That's right.



(Testimony of Albert Walters.)

Mr. Esterman: That is B-u-c-k-n-e-l-l. Is that right, Mr. Sparks?

Mr. Sparks: Correct.

Q. (By Mr. Esterman): And his function is what?

A. He is a tool room clerk, or I believe that would be his title.

Q. He hands out the tools to the workers? [52]

A. That's right.

Q. Do you have a special place where the tools are kept,—a tool crib? A. Yes.

Q. And he spent some or most of his time there; is that right? A. Yes.

Mr. Nourse: Mr. Esterman, I call your attention to the fact that it is now 12:10 and we are never going to finish with this witness before the noon recess if I am to finish cross examination.

Mr. Esterman: I don't know how much time we are going to spend, now.

Mr. Nourse: Well, I can call him back at a later time for cross examination if you are trying to get through with him so that he can get a little sleep.

Mr. Esterman: I intend to finish with him very shortly, unless you have a lengthy cross examination.

Mr. Nourse: I will not be able to finish in less than the time you are taking.

Q. (By Mr. Esterman): What connection, if you know, did Mr. Bucknell have with the E. M. A.?

A. Well, he is a member, so far as I know, and at times he would—a few times I have seen him collect dues for the E. M. A. [53]

(Testimony of Albert Walters.)

Q. That is, dues would be paid, E. M. A. dues would be paid to him at the tool crib?

A. That's right.

Q. Did you observe him from time to time carrying on this activity?

A. Well, only a few times.

Q. Would this be a monthly or a weekly affair, or would it occur every day?

A. No, it was a monthly collection.

Q. These collections were made by him during working hours? A. Yes, sir.

Q. Did you ever have the subject up with him, as to whether or not he should or shouldn't collect dues on company time?

A. No, I didn't stop him.

Q. Do you know anyone else in authority who stopped him or tried to stop him?

A. No, I don't know that.

Q. It is generally known, is it not, that he collects dues on the night shift for the E. M. A.?

A. Yes.

Mr. Nourse: I object. That is calling for a conclusion of the witness and would be pure hearsay.

Mr. Esterman: I withdraw the question. I agree with you, counsel.

Q. (By Mr. Esterman): During the course of your employment [54] with the company have you ever had up with the E. M. A., or anyone representing it, any grievance matters of employees on your shift in your department?

(Testimony of Albert Walters.)

A. Well, I don't handle the grievance matters and I don't——

Q. My question is if any grievance matters have been taken up with you by members or officers or committee men of the E. M. A.,—with you personally?      A. No.

Q. By the way, was there, in your knowledge, any attempt made to collect dues or solicit A. F. of L. memberships in the plant during the night shift?

A. Yes, I have seen that.

Q. What have you seen?

A. In the wash room one time there was one of the A. F. of L. members was trying to solicit a new member.

Q. You saw that?      A. Yes, sir.

Q. Did you do anything about it?

A. No, but I also told them that that was one A. F. of L. rule—that they were specifically told not to do it.

Q. Did you say “A. F. of L. rule”?

A. That is an A. F. of L. rule.

Q. Or you understood that?

A. I understood that to be an A. F. of L.—well, not a rule, but some kind of a—— [55]

Q. Do you recall any other instances of that nature, in your observation?

A. I have seen them on the smoke period, which at that time was company time, solicit for Union members.

Q. You are speaking of A. F. of L. solicitations?

A. That's right.

(Testimony of Albert Walters.)

Q. Did you ever join the E. M. A.?

A. No.

Q. You knew there was an E. M. A. when you came with the company? A. Yes, sir.

Q. What is your understanding of the nature of the organization, the E. M. A.?

Mr. Wilson: I object to that question on the ground it is not the best evidence, as to the nature of the organization, the E. M. A. That can be taken up with its duly authorized officers.

Trial Examiner Schneider: What is the purpose of your question, Mr. Esterman? You mean as to whether it was a labor organization?

Mr. Esterman: I want to know what he understood it to be.

Mr. Nourse: What materiality would that have? He is not a member, he has not been affected by it. The instruments that formed it I think would be the best evidence of it, and you have been furnished with copies of all those, Mr. Esterman. [56]

Mr. Esterman: All you have to do is to read the complaint, which alleges the E. M. A. was dominated and/or interfered with by the company; supported——

Mr. Wilson: That has been asked and answered by the witness, that he is not a member, that he does not have anything to do with the E. M. A.

Mr. Nourse: Have you finished?

Mr. Wilson: Yes.

Mr. Nourse: I would submit what this witness had understood is not material. He didn't ask:

(Testimony of Albert Walters.)

did you understand this was a company dominated union? That wouldn't prove the fact required or tend to prove it.

Mr. Esterman: I submit that the understanding of a number of people, that we can't call all our witnesses at one time, and I intend to show that they all had an understanding, that it was a general understanding, and that his understanding was only a part of the general understanding; and I submit that what the people in the plant understood, and in particular the foreman, is material to the issues in this case.

Mr. Wilson: That is not the question that was asked. The question asked was what his understanding of the E. M. A. was.

Mr. Esterman: Well, I don't think it was quite that. Let's have the question read. [57]

(Question read.)

Mr. Esterman: I don't think I can make it any plainer.

Trial Examiner Schneider: Let's hear the answer and I will reserve a motion to strike for both of you.

You may answer the question.

The Witness: Well, I haven't joined the E. M. A. I don't know its full activities. I don't know.

Trial Examiner Schneider: Well, can you answer the question?

The Witness: Well, not very well, I guess. I don't know just what to say about that, or how to put it. It is an organization that——



(Testimony of Albert Walters.)

Q. (By Mr. Esterman): Well, you didn't understand it was a pinochle club, did you?

A. No, I will grant you that. It is a labor organization, but I have never had any dealings with it. I just didn't bother with it?

Mr. Esterman: Well, I won't press that.

Trial Examiner Schneider: Are you moving to strike the answer?

Mr. Nourse: I don't see any answer.

Trial Examiner Schneider: I don't either.

Mr. Esterman: That is all.

Trial Examiner Schneider: Do you want to proceed with cross examination? [58]

Mr. Nourse: It is twenty minutes after 12:00. I think it will take me at least thirty minutes. I can continue, if you want, or he can come back later. May I ask the witness? I think he should be considered. When do you go back on your shift?

The Witness: Six o'clock this evening.

Mr. Nourse: Six o'clock this evening. And when did you get off?

The Witness: Well, I have been off about thirty hours.

Mr. Nourse: You had 30 hours. Then you don't need to get your sleep?

The Witness: Well, I could stand with an hour's sleep, but I can do without it, if necessary.

Mr. Nourse: I can call him on another day, Mr. Examiner, if you wish. He has days off.

The Witness: Well, do you want to go out and eat and then come back a little later? I can do that.

(Testimony of Albert Walters.)

Mr. Esterman: Why can't we eat a little later?

The Witness: Can we do that?

Trial Examiner Schneider: You mean you would be willing to finish up now?

The Witness: Sure. Let's get finished then.

Mr. Nourse: All right.

Trial Examiner Schneider: Proceed. [59]

### Cross Examination

Q. (By Mr. Nourse): Now, you spoke of foremen and leadmen, saying that in some places they are called foremen and in other places leadmen. These people that you have referred to sometimes as leadmen, such as Miss Goebels, George Nelson, and others there in the plant, their work is to lay out the work for those under them, is it not?

A. That's right.

Q. Now, you also spoke of one man being discharged by Nelson. Did he ever himself discharge a man?

A. No, his recommendation, if I didn't see it, was turned in to Mr. Cramer, and if, with all due respects, he wasn't the man for the job, why, we would lay him off.

Q. In other words, if a leadman found out someone wasn't carrying out orders or wasn't properly performing that work, he would report that fact to you?

A. That's right.

Q. And you would report it to Cramer?

A. That's right.

Q. And the decision would be made up there as to whether the man should be discharged or not?

(Testimony of Albert Walters.)

A. Well, our decisions are more or less final, but we have to make it through him in order to get through the office and get through the payroll.

Q. By "our" you mean yourself and Cramer's; is that right? [60]

A. Well, the leadman has a good bit to say there, too. It is through him that we form our decisions a great bit of the time.

Q. They give you the facts on which you form your decisions? A. That's right.

Q. But the leadman hasn't any power to say to the man, "You are through; get your time"?

A. No, not directly. He usually brings it up to the general foreman first.

Q. Well, does he tell a man to get his time?

A. No. I don't believe there has been any case of it, that I know of. [61]

Q. —did you know anything about the Union affiliations of any of the persons whose names I have just read? A. No, I didn't.

Trial Examiner Schneider: That is, other than Ella Richardson, you saw no others wearing Union buttons?

The Witness: I never saw any of the burr department wear any of their buttons. If they belonged to it, I didn't know it. Ella Richardson was the only one of the girls that wore it.

Q. (By Mr. Nourse): How many men have you left on the night shift that still wear A. F. of L. buttons? What percentage of your men now wear them?

(Testimony of Albert Walters.)

A. Well, let me see. There is about half of them, I believe; something like that.

Q. That has been true ever since February 22nd?

A. Yes. [64]

#### Redirect Examination

Q. You stated that in cases of discharge or re-classification of people—I have forgotten what your exact language was—but you recall discussing with Mr. Nourse this matter of George Nelson making recommendations to you?

A. That's right.

Q. Do you recall whether you ever refused to accept any recommendation he made of that nature?

A. No, I don't believe I have. I don't believe I have refused any of his recommendations.

Q. Do you recall whether any recommendations made by him or by you, or by you and George Nelson jointly, were ever reversed or refused by Mr. Cramer?

A. No, I don't believe so.

Mr. Esterman: That is all.

Mr. Wilson: I have one question I would like to ask.

#### Recross Examination

Q. (By Mr. Wilson): With regard to these leadmen or foremen you have talked of, do they operate any machines themselves?

A. No. No, they may set a machine up and get it in running order and then put an operator on it.

[67]

(Testimony of Albert Walters.)

Recross Examination

Q. (By Mr. Nourse): That isn't true of Marjorie Goebels in the burr department, is it?

A. Well, if a new girl comes in, at that time Marjorie would take her up to the sanding machine or buffing wheels and she would do ten or fifteen parts and show the girl how it was done and then leave the girl.

Q. And then would she go back to work on a machine or not? I know she isn't there now, but did she?

A. Most of her time was taken up by running the work and seeing that they do the work right.

Q. And the rest was spent on a machine?

A. She didn't spend much on the machines.

Q. Did she spend any time when she had done what you relat- [68] ed? Did she go back to a machine of her own?

A. I have seen her work at a machine, yes.

Q. (By Trial Examiner Schneider): Mr. Walters, exactly what does a leadman or foreman do?

A. Well,—

Q. Describe his duties.

A. Well, let's take the case of Godfrey. He is on the turret lathes. He has 15 turret lathes underneath him. Now he has a setup man along with him. Now, if there is—

Q. Is the setup man subordinate to Godfrey?

A. To Godfrey, that's right.

Q. That is, Godfrey is his boss?

A. That's right. Now, when they take on from



(Testimony of Albert Walters.)

another [69] shift the first thing they do is to go up and down the line and check the machines or the parts coming off of the machines, and if there is anything the matter, if there are two machines down, Godfrey will take one and the setup man will take the other, and they will take them and get them in running order. If there is only one down, the setup man will take it and Godfrey will check parts or see to the work coming off.

Q. Suppose your operator is not doing his work properly; what does the leadman or foreman do?

A. He will take the machine and show him how it should be done, and if the operator is unable to do it then, why, then as a rule the operator is not competent to handle the job.

Mr. Nourse: I am sorry. I couldn't hear that.

The Witness: If he is not competent enough, why, then we can't keep the man on.

Mr. Nourse: Pardon me. But what does the foreman do about that? When he sees he is incompetent, what does the foreman do about that?

The Witness: He just reports it to me, and as a rule I am in contact with the help enough so that I know what is going on, and between the two of us, why, we decide whether the man is the right man to keep or not. If not, why, we turn in his time.

Q. (By Trial Examiner Schneider): That is, you and the [70] leadman or foreman discuss what should be done about him?

A. That's right.

Q. And you make a decision?

(Testimony of Albert Walters.)

A. That's right.

Mr. Nourse: And who is it makes the decision after you discuss it,—you or the leadman?

The Witness: Well, it is usually—both of us have enough to say, and I think we are both of the same mind when we end up on it.

Mr. Nourse: In other words, you get along with your leadman; is that it?

The Witness: Absolutely.

Q. (By Trial Examiner Schneider): Do you give consideration to the opinion of the leadman with respect to the competency or incompetency of any of your operators? A. Absolutely.

Q. You do? A. Absolutely.

Q. And you put weight on it? A. Yes.

Q. Now, in your testimony you mentioned Mr. Sparks. What does he do?

A. He is—well, when I came on Mr. Sparks was superintendent of the shop. At least, that is the way I took it, and he is over Mr. Cramer. I don't know his exact title, [71] but shop superintendent would be the way I have known him all the time.

Q. Now, you also mentioned Mr. Gilfillan. What is his position with the company?

A. Well, I have always known him to be the owner of the company. I don't know what else, what other title he has, but he is the owner, in my opinion.

Mr. Nourse: It will be stipulated he is president.

Mr. Esterman: President of the corporation.

The Witness: President. [72]

(Testimony of Albert Walters.)

Q. Now, you made some statement with reference to a smoking period, which you said was on company time. Did you mean by that that the men got definite periods during which they might smoke?

A. Yes, sir; there are two periods.

Q. But they were paid for that time?

A. That's right. [76]

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GEORGE J. NELSON

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Esterman): You are employed where?

A. Parker Appliance Company.

Trial Examiner Schneider: How do you spell that?

The Witness: P-a-r-k-e-r.

Q. (By Mr. Esterman): That is here in Los Angeles?

A. Yes.

Q. In what capacity?

A. Inspector, gauge inspector. [80]

Q. You say, gauge inspector?

A. Yes.

Q. You were at one time employed by Gilfillan Bros., Inc., were you not?

A. Yes, sir.

Q. And you started there when?

(Testimony of George J. Nelson.)

A. About October 8th or 9th.

Q. Of what year, please? A. 1942.

Q. And you left? A. March 6, 1943.

Q. When you worked for Gilfillan Bros., Inc., were you a member of the E. M. A.?

A. I signed up the first time I was there but I never attended any but one meeting of it. I didn't like the oath that they had on the back of their membership card and I refused to sign or have anything more to do with it.

Q. What do you mean, you "signed up"? Will you explain that to us?

A. Well, when they came around and told us about it, I joined it.

Q. When was this, Mr. Nelson?

A. Maybe right after the first payday.

Q. Shortly after you came with the company?

A. Yes, I was there three weeks. [81]

Q. When you say "they", do you recall who it was? A. I couldn't tell.

Q. Someone who worked in the plant?

A. Yes, he worked in the plant.

Q. Was it more than one person?

A. No, just one.

Q. You don't know who he was?

A. I don't really know his name; no.

Q. What was your position with Gilfillan Bros., Inc.?

A. Drill press foreman, afternoon shift, on the afternoon shift.

Q. That would be from what time to what time?

(Testimony of George J. Nelson.)

A. 2:30 to 11:00.

Q. And you were responsible to whom?

A. To Mr. Cramer, Mr. Sparks.

Q. That is Chester Cramer.

A. Chester Cramer.

Q. And Mr. Sparks, the vice-president of the company?      A. Yes, sir.

Q. Was your supervision over any other kind of work other than drill pressers?

A. I had the rework bench. [82]

Q. (By Mr. Esterman): You came with the company in October of last year; was there a burring and a buffing department on that shift?

A. Yes, sir.

Q. And under whose supervision was that?

A. What is that?

Q. Under whose supervision was that?

A. That was after Mr. Brooks left at 3:00 o'clock and then I took over.

Q. You took over the burring department?

A. Yes.

Q. Until?      A. Until 11:00.

Q. 11:00 o'clock at night? [83]      A. Yes.

Q. How long did that situation continue?

A. Oh, until about the middle of November.

Q. What happened in the middle of November?

A. They made a bigger department of it and put a Miss Goebels on it.

Q. You were talking of the burring department?

A. Yes.



(Testimony of George J. Nelson.)

Q. Was she put in charge of the burring department?           A. Yes, sir.

Q. Exactly what did the burring department consist of then?

A. Burring all parts, buffing them, cleaning them up.

Q. Did it include——

A. Rework the threads on them, just buff them up; clean them up.

Q. I take it that was done because the volume of work there had increased.           A. Yes, sir.

Q. What was your relationship in the plant to Al Walters, night superintendent?

A. My relationship to him?

Q. Yes.           A. None.

Q. With respect to your authority or his?

A. Why, when he was on nights, he was in direct charge of [84] the plant at nights.

Q. Were you required to report to him in any connection?

A. Well, yes; as far as if anything went radically wrong we went to him for advice.

Trial Examiner Schneider: Did you take orders from Walters if he gave them?

The Witness: Oh, yes, he was superintendent.

Q. (By Mr. Esterman): Of course, he would come on at a later hour.

A. 6:00 o'clock at night.

Q. But in advance of that time, between 2:30 and when Walters came on, you were responsible directly to Chester Cramer?           A. Yes.

(Testimony of George J. Nelson.)

Q. Now, how many people worked for Mrs. Goebels, then, starting in November, when this change was made? Do you know?

A. An average of about 20.

Q. About? A. 20.

Q. Were they women or men, or both?

A. Women.

Q. All women? A. All women.

Trial Examiner Schneider: Which department was that? [85]

The Witness: Burring department.

Trial Examiner Schneider: This was before or after the change was made?

The Witness: After the change was made.

Q. (By Mr. Esterman): Was she then hired, or brought from some other part of the plant?

A. I understood she was hired. I never knew the woman previous to that.

Q. Between late November when she took over the burring department and the time you left, with reference to that time, was there any interchange of employees or shifting of employees from drill press to burr bench, or from one operation to another in the machine shop, in your observation?

A. Well, when I needed girls, the only way I could get help is from the burr bench.

Q. I didn't hear that.

A. When I needed more help.

Q. When you needed girls?

A. When I needed more help to do my work I went and got them off the burr bench, and if they

(Testimony of George J. Nelson.)

proved satisfactory, why, they were transferred over to my department.

Q. And you would consult with Mrs. Goebels?

A. Yes.

Q. And you would ask her for the girls?

A. Yes. [86]

Q. And she would turn them over to you?

A. Yes, sir.

Q. Did either of you consult with anyone else about that change; making such a change?

A. The understanding was for Mr. Chester Cramer, if I ever wanted them, to go and get them off the burr bench.

Q. But you would see her first about it?

A. Oh, yes. [87]

Q. Now, did you know whether any of the people on your shift and in your department were active in the A. F. of L.?

A. Not to the best of my knowledge; they would never let me know anything like that. They worked quietly.

Q. Did you know whether there was any activity at all?

A. It seemed everyone in the shop was inclined that way, to affiliate themselves with the union.

Trial Examiner Schneider: With some of the unions, did you say?

The Witness: What is that?

Trial Examiner Schneider: With some of the unions?

(Testimony of George J. Nelson.)

The Witness: With the unions, with the C. I. O., or A. F. of L., whichever was going to get in.

Q. (By Mr. Esterman): What I am getting at, perhaps I don't make myself clear, Mr. Nelson, is whether you had any knowledge of the extent of the membership in your department. A. No.

Q. Generally, I mean, not with reference to any particular person? A. No.

Q. Did you have an idea that there were some A. F. of L. membership there? A. There was.

Q. You don't know to what extent?

A. Not to any extent. [91]

Q. Did you have any idea as to whether or not the A. F. of L. membership on your shift was any more or less active than it was on the others?

A. Yes.

Q. What was your idea?

Mr. Nourse: I would like to know what it is founded on; or whether he saw it, or what.

The Witness: The way the men were talking amongst themselves. A rumor from the day shift that they were not interested in it.

Mr. Esterman: I think I laid all the foundation I could.

Mr. Nourse: All right; I will bring it out in cross examination.

Q. (By Mr. Esterman): Do you have the question in mind? A. No, I haven't.

Mr. Esterman: Will you please read the question?

(The record was read.)

(Testimony of George J. Nelson.)

Q. (By Mr. Esterman): Was it your impression that the A. F. of L. was more or less active on your shift than on other shifts?

A. They were more active than on the other shifts.

Q. You spoke of attending one E. M. A. meeting; is that correct? A. That is right. [92]

Q. And that took place when?

A. Sometime in January.

Q. That would be the first week in January?

A. About that time.

Q. Do you recall what business, if any, was conducted at that meeting; in a general way, I mean?

A. It was just a riot to find out to get a grievance committee elected.

Q. Did they elect a grievance committee?

A. They did; they asked for five and they got seven.

Trial Examiner Schneider: Will you read the preceding answer, please?

(The record was read.)

Trial Examiner Schneider: Is that what you meant to say, it was just a riot?

The Witness: Yes.

Mr. Nourse: What preceded that?

(The reporter read the record.)

Q. (By Mr. Esterman): Was Roy Johnson one of the men elected to the grievance committee?

A. He was the president, the way I understood it.



(Testimony of George J. Nelson.)

Q. Do you know whether he was elected to that committee? A. I don't think so.

Q. Was Otto Stegner elected to that committee?

A. I think he was. [93]

Q. Was James Clark?

A. Clark, yes, he was elected.

Q. Mr. Lundberg, was he elected to that committee?

A. I wouldn't know Mr. Lundberg by name; Jim Clark.

Q. Someone they called "Red Lundberg"?

A. I knew him as Red, but not his last name.

Q. I will ask you that same question about him. Was he elected to the grievance committee?

A. Not that I know of. I didn't pay much attention, but I wasn't much interested.

Q. At that time, I am speaking of this meeting, what was Roy Johnson's job in the shop?

Mr. Nourse: If you know.

Q. (By Mr. Esterman): Of course, if you know.

A. I understood he was in charge of the milling machines.

Q. Did you ever see him over there?

A. Yes, sir.

Q. Often?

A. Often, up until about two weeks before I left and then they put him on the screw machine, turret lathe, I should say.

Q. Who was Jim Clark?

A. He was set-up man on the night shift.

(Testimony of George J. Nelson.)

Q. Was he working with Roy Johnson at that time?

A. No, he was working on a different shift. [94]

Q. Who was his superior?

A. I think he was about that time, he was transferred to the day shift for a couple of days, or maybe I should say a couple of weeks, and then they eventually put him back on nights again.

Q. Up to the time of this meeting I am speaking of?

A. He was at the meeting. It was so divided that the night shift and day shift couldn't attend the meeting at the same time.

Q. Do you know now what Mr. Clark's job was at that time; I am speaking of the first week in January?

A. I am more than sure that he was just a mill operator at the time of that meeting. That is when he was transferred to days.

Trial Examiner Schneider: And not a set-up man?

The Witness: Not a set-up man when he was on days.

Q. (By Mr. Esterman): During the course of your employment with the company, did you ever discharge anyone? A. Yes, sir; several.

Q. Several, did you say? A. Yes.

Q. Did you ever hire anyone for work in your department?

A. No, sir; other than recommend them. They

(Testimony of George J. Nelson.)

had a personnel department. I would recommend people and they would be hired. [95]

Q. That is, if you needed someone, you advised the personnel department and they would send them out to you? A. Yes.

Q. How many people worked under you during the time you were with the company?

A. From 10 to 25, 30, according to how busy we were.

Q. The number varied? A. Varied.

Q. When you left, how many were there?

A. About 18.

Q. Now, with reference to the afternoon of this E. M. A. meeting that you were telling us about, did you on that day have any conversation with Mrs. Goebels?

A. Mrs. Goebels come to see me and told me that they were all being laid off to attend the E. M. A. meeting.

Q. What did you understand her to mean by "they"?

A. The whole shop was quitting work to go over and attend a meeting. That was the first I knew of it.

Q. Do you recall what time of day that was?

A. I should judge that was about 3:30—4:00 o'clock.

Trial Examiner Schneider: What day?

The Witness: The day of the meeting.

Trial Examiner Schneider: You don't know the date of that?

(Testimony of George J. Nelson.)

The Witness: No, I don't. [96]

Mr. Esterman: I might say, Mr. Examiner, we have the minutes here and I think it could be established that it was the first Monday in January.

Q. (By Mr. Esterman): Go ahead.

A. She come to me and told me they were laying them off to go over and attend a meeting. I had no direct word about it and I went to Mr. Cramer about it and I asked Mr. Cramer if that was right. He says, "Yes, they are all going to go over there and attend." I said, "What are we going to do? Shut down?" He said, "Well, yes."

Q. Did you then shut down your operation?

A. Yes, the full crew went over.

Q. And the meeting occupied what time of day? What time was the meeting held and when was it over, if you know?

A. It started at 5:00 o'clock and it was over about a quarter after 5:00.

Q. The E. M. A. meeting? A. Yes, sir.

Q. You mean it lasted 15 minutes, is that what you mean?

A. No, it lasted one hour and a quarter; from 5:00 to about a quarter after 6:00. I will change that; from about 5:30 to half past 6:00, because after the meeting we went right to lunch; to eat our lunch.

Q. The shift changes at 6:00 o'clock?

A. Yes, most of them were over at the meeting too. [97]

(Testimony of George J. Nelson.)

Q. That is, some of the day shift went off at 6:00 and the night shift came on at 6:00?

A. Yes, sir.

Q. And the meeting was held at that time to accommodate both shifts?

A. Yes.

Q. Now, you say that you went to Mr. Cramer; will you relate what your conversation with him was at that time, on this subject of the meeting?

A. I asked him whether it was necessary for them to go over there. I didn't want to knock the shift off to go over and he said, "Yes". I said, "I can't see any use in going over there." He said, "Personally, as an official of the company, I can't say anything because" he said "They should all attend to it."

Q. Was anything else said?

A. He said to go over there and get over there in a body and they may get a raise out of it and keep some other union from coming in on them.

Q. Do you recollect anything else?

A. Not off hand.

Q. All right; by the way, was there anyone else present when you had this conversation with Mr. Cramer?

A. No, because I went over as soon as I heard it. We were all pretty busy. I never talked to any of them when [98] there was anybody else around.

Q. And that was Chester Cramer, the superintendent?

A. Yes.

Q. Do you know whether or not employees were paid or docked for the time spent at the meeting?

A. Docked.



(Testimony of George J. Nelson.)

Q. Were you yourself docked for the time that you spent?      A. Yes, sir.

Q. Did anyone, to your knowledge, refuse to attend that meeting?

Mr. Nourse: May I have the question again?

Q. (Mr. Esterman): Did anyone, to your knowledge, refuse to attend that meeting?

A. Why, yes; I can't at the minute recall his name, but I will think about his name. There was one man who felt that he didn't want to waste his time.

Q. Well, how did you know about that? How did you know that he refused to go?

A. I went around and told them to knock off and punch out and go over to the meeting.

Q. You don't know who it was, do you?

A. I know who it was, but I couldn't tell you his name now.

Q. Was there anyone else that refused to go?

A. He was the only one I know of. [99]

#### Cross Examination

Q. You say you saw Nevins and Johnson post this?

Mr. Nourse: This hasn't been offered yet. Are you [104] offering it?

Mr. Esterman: Yes, I am going to offer it. Shall I offer it now?

Mr. Nourse: I think so.

Mr. Esterman: I will offer it as Board's Exhibit 2; and if there are any objections, I am going

(Testimony of George J. Nelson.)

to show counsel a photograph of the same bulletin which has on it a true copy.

Mr. Nourse: You have examined the witness, Mr. Esterman, as to the instrument. But on something outside the record.

Trial Examiner Schneider: Are there any objections to the admission of Board's Exhibit 2 for identification into evidence?

Mr. Nourse: None.

Mr. Wilson: No.

Trial Examiner Schneider: There being no objection, it will be admitted.

(Thereupon, the document heretofore marked Board's Exhibit 2 for identification, was received in evidence.) [105]

## BOARD'S EXHIBIT No. 2

Employee's Mutual Association

Answers

A. F. L.

A.F.L. By Pamphlets has been promising you a lot. It's statements as to working conditions, fair treatment, safety, sanitation and adjustments of grievances is a lot of Hooey, and you all know it.

We have good working conditions, good safety, good sanitation, and have no trouble with adjustments of grievance's, what we are interested in is pay, By pay we mean how much we take home each week, let's see how things have staked up under E.M.A.'s agreement with the management.

1. Our rates of pay are equal to, if not greater

(Testimony of George J. Nelson.)

than the average in the industry in this area, except that in one department in our plant the hourly rate of pay is below the average, in this instance we joined with the management in December, in a request to the War Labor Board that the rate of pay in this department be increased. This application is pending before the board in Washington, D. C.

2. We all know our wages cannot be increased without the consent of the War Labor Board, the management has agreed that if the War Labor Board recommends an increase of the wage scale in the major airplane plants in Southern California that it will join the E.M.A. in petitioning the War Labor Board to make your wages equal those granted in the major airplane plants, no other union can get you a nickle more.

3. The dues in the E.M.A. are 25c a month, A.F.L. dues are approximately 10 times this amount. (They will charge you what they can get.).

Lets see how this effects you, you already have deducted from your pay check at least 10% for war bonds, 5% Victory Tax 1% Social Security, 1% California Unemployment Tax, and at the present time Congress contemplates further 19% withholding tax. This would leave you out of a \$50.00 pay check, \$32.00. If you join the A.F.L. you'll be subject to fines for not attending a meeting and special assessments for the benefit of someone besides yourself and, if the A.F.L. gets in the saddle with a maintenance of membership and check-off

(Testimony of George J. Nelson.)

system you'll have further deductions from your pay check, your dues and the fines and assessments against you, and for what?

The A.F.L. can't get you a cent more. Think it over, is the A.F.L. interested in your welfair, or interested in gouging you to pay their walking delegates and officers.

Think it over, if you have signed an A.F.L. card, send them another postal card canceling the one you sent and give a copy of it. Join the E.M.A. who has been and is serving your interest without paying salaries to anyone. We have a new contract coming up with the management, Before that is signed, it will be submitted for approval by the majority vote of the members of the E.M.A. Get on the wagon, so you can vote.

(Signed — ROY JOHNSON

Pres. E.M.A.

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Q. (By Mr. Nourse): I will show you this. This is a picture of the bulletin board?

Trial Examiner Schneider: Will you mark that?

Mr. Nourse: I will have it marked Respondent's Exhibit 1, for identification.

(Thereupon, the document referred to was marked Respondent's Exhibit 1, for identification.)

The Witness: What is the question on this?

Q. (By Mr. Nourse): Does that look like a

(Testimony of George J. Nelson.)

picture of the bulletin board you saw that posted on?

A. This looks like the oven here, or the wall, either one.

Q. Did you see that A. F. of L. poster there?

A. That was after this was posted.

Q. Afterwards? A. Yes, sir.

Mr. Esterman: What does he mean "this"?

Mr. Nourse: He pointed to the typewritten document [108] which can't be read.

The Witness: The American Federation of Labor sign was put up after this one was put up.

Q. (By Mr. Nourse): Did you see that put up too?

A. No, I seen it up there but not put up. It was there when I left work that night.

Q. Did you see on the bulletin board, or the blackboard as you call it, did you see one of these exhibits No. 2, this instrument in front of you, on the bulletin board? A. Yes, sir.

Q. Did you see the A. F. of L. posters on the same board? A. No, sir.

Q. Never did? A. No, sir.

Q. Never did at any time?

A. No, sir, on the bulletin board. Not to my knowledge, no.

Mr. Nourse: I will offer that as Respondent's Exhibit 2—do you know when it was taken?

Mr. Esterman: No, but I will stipulate to any facts.



(Testimony of George J. Nelson.)

Mr. Nourse: We will just leave it for identification, then. I will ask that this be marked as Respondent's Exhibit 2, for identification.

(Thereupon, the document referred to was marked Respondent's Exhibit 2, for identification.)

Mr. Nourse: You had one forwarded to you and you [109] couldn't find it and I sent you a copy of it, Mr. Esterman.

Trial Examiner Schneider: You are not offering the picture at the present time?

Mr. Nourse: No; I want to get a further foundation laid.

Mr. Esterman: All I know about this is that you sent me a copy of it. I have not seen the original, nor have I asked the machinists. I will ask them now if they know of this letter.

Mr. Nourse: I wish you would search your file for the original letter that was forwarded by Mr. Sparks to you at the request of Mr. Ogran of this Board. I already served notice that it be produced and I ask that the original of that be produced; the original of this letter. There is a copy that was posted.

Trial Examiner Schneider: This is Respondent's Exhibit 2?

Mr. Nourse: Yes, sir. If there is any question about this I ask that Mr. Lea be subpoenaed.

Mr. Esterman: I don't think that will be necessary. I am looking for that letter now.

(Testimony of George J. Nelson.)

Trial Examiner Schneider: May I see that exhibit, please?

Mr. Nourse: If you refer to Mr. Gilfillan's letter of May 31— [110]

Mr. Esterman: I don't find any signed original. From what I learned I am perfectly willing to stipulate that is what it purports to be, a copy of a letter from Mr. Lea to Gilfillan Bros., Inc. That is correct, isn't it?

Mrs. Volz: That's correct.

Mr. Esterman: That is as to its genuineness and it being a copy of a letter that was sent. My file shows there was a letter sent to our office and that we received such a copy.

Trial Examiner Schneider: That copy doesn't bear a date.

Mr. Nourse: This was taken from the bulletin board.

Mr. Esterman: I will add to that stipulation that it is a copy of a letter that was mailed by Harry Lea. Is he business representative of the I.A.M.?

Mrs. Volz: Yes.

Mr. Esterman: On April 12, 1943 with copies to a number of persons including the NLRB, the War Labor Board, District 94, someone named Mr. McBreen, representative at San Francisco of the I.A.M., H. W. Brown, international president of the I.A.M., and Roy Brown, international vice-president of the I.A.M. That is the full extent of my information.

(Testimony of George J. Nelson.)

Mr. Nourse: May I have the exhibit I just showed you?

Mr. Esterman: Yes. I shall also make a search—  
[111] do you believe that the original signed letter to Mr. Gilfillan was turned over to us?

Q. (By Mr. Nourse): You say the majority and the greater part of the men on your shift were A. F. of L. A. Were A. F. of L.?

Q. Yes.

A. No, you misunderstood me there. They were in favor of.

Q. How did you learn that?

A. Gilfillan has a great grapevine up there; you can learn most anything.

Q. How did you learn it?

A. Through the men. [112]

Q. And during the time that you were in charge of them? A. Yes, sir.

Q. And you heard the discussions of the men?

A. Yes, sir.

Q. By them, and they were in favor of it?

A. Yes.

Q. Did you hear anyone, or did you know of any man on the shift that was a member of the A. F. of L.? A. I don't, no.

Q. Did you then?

A. No, they wouldn't let me know whether they joined, or not.

Q. You never saw an A. F. of L. button on anyone there?

(Testimony of George J. Nelson.)

A. I recall, I think, two men I saw had an A. F. of L. button in all the time I was there.

Q. And that was on your shift, I am talking about? A. Not in my department, no.

Q. On your shift?

A. That would be my shift, but was individual of the other departments.

Q. Men that were working there in the machine shop at the time that your shift was working, did you see A. F. of L. buttons on any of them?

A. I recall seeing two.

Q. Who were they on?

A. I don't know exactly who was wearing them.

[113]

Q. Well, did you see any of those men talking with the others about joining the American Federation of Labor? A. Yes, sir.

Q. And that was while they were working?

A. Yes, sir.

Q. And so that all you did learn then about any union activity was what you heard being discussed between the men on company time?

A. Oh, no, none of it was on company time.

Q. What time was it, then?

A. Supper time, before they go to work or after they would go to work.

Q. You never heard anything on company time?

A. No, sir.

Q. Of any union? A. No, at any time.

Q. You said once in your direct testimony that the men were quitting to go to the union meeting

(Testimony of George J. Nelson.)

and the other time that they were being laid off to go. Which did you mean?

A. Well, being that they were docked for it; I would say they were laid off for it.

Q. You mean—what do you mean by “laid off”?

A. They didn’t go voluntarily.

Q. Did you hear anybody order them to go?

A. Why, yes. [114]

Q. Who?

A. The members of the E.M.A. said they had to go over there to the meeting. Mr. Cramer said that, too.

Q. Said that to whom?

A. To me, to lay the men off and let them go to the meeting.

Q. Didn’t he say to you that the men were going to the meeting and they could go to the meeting?

A. He told me that they had to go to the meeting, wanted everybody over there.

Q. Why didn’t you order this man over there that stayed on his machine?

A. He didn’t want to go. I had no reason—Mr. Cramer at the time was gone. I couldn’t pick him up bodily and force him over there.

Q. He wasn’t docked, was he?

A. No, he kept working.

Q. And those that did lay off and go, weren’t paid for the time they were gone?

A. No, sir.

Q. And you understood that the company couldn’t pay them during that time, didn’t you?

A. In what way?



(Testimony of George J. Nelson.)

Q. While they were at a union meeting.

A. Let me get that more clearly. The company could pay them if they wanted to. There was no reason. [115]

Q. The company didn't want to pay them and that was your understanding, while they were at the union meeting?

A. That's right. [116]

Q. You didn't mean there was only one man in the plant that stayed at his machine the night of that meeting, did you?

A. That, I couldn't say. I wasn't there. I left to go to the meeting. I don't know who stayed in the plant at the time.

Q. Were there men working when you left?

A. When I left?

Q. Yes.

A. Not on the day shift. The day shift left.

Q. The day shift was through for the day, wasn't it?

A. Yes.

Q. And were any of the other men on your shift, not your department, working when you left?

A. I don't know because when I left I didn't know who was still in the building.

Q. You didn't pay any attention to that?

A. That's right.

Q. You had your supper and then went over to the meeting? [118]

A. I went to the meeting first.

Q. So you left before others in the building left?

A. Yes, sir.

(Testimony of George J. Nelson.)

Q. You were one of the early ones at the meeting, is that right?           A. Yes.

Q. And you don't know how many remained or stayed at work?

A. There was only one that I know of.

Q. There was one man under you, you mean?

A. Yes.

Q. But how many others, you don't know?

A. I don't know; I wasn't there in the building to find out, to see who did continue to work. [119]

Q. Now, you say you discharged several men. You don't mean you walked up to a man and said, "Go get your time", did you?           A. Yes, sir.

Q. Without ever going to the men above you?

A. Yes, sir.

Q. Now, name them.

A. The records will show that. I don't keep a record of it.

Q. Can you name one man that you ever walked up to without first having the permission of either Cramer or Sparks or [121] Walters, and said, "You go get your time, you are through?"

A. Yes, sir, and I had Mr. Walters sign the card out for me. There were no questions asked.

Q. You went to Mr. Walters and said, "I want this man to go"?

A. Told him to make his time up.

Q. Mr. Walters to make his time up?

A. Yes.

Q. You gave directions to Mr. Walters, or asked him to do it?           A. I asked him to do it.

(Testimony of George J. Nelson.)

Q. That happened in each case?

A. Yes, sir.

Q. You would go up and you would give a reason to Mr. Walters why you didn't think the man was doing satisfactory work and you asked him to make the man's time up? A. Yes, sir.

Q. And Mr. Walters would discuss it with you?

A. He would discuss it; he would tell me O. K. and mark him out.

Q. Did he ask why?

A. I told him why; naturally I would tell him why.

Q. The cause?

A. And the cause. He would say, "All right, mark the time out."

Q. And then that went up to the men above Walters, didn't it? [122]

A. I don't know who it went to after Walters signed the card out. The man didn't come back to work.

Q. And that is what you meant when you said you discharged them? A. Yes.

Q. In other words, you recommended to Walters that they be discharged?

A. It happened that way.

Q. Now, how far was this blackboard or bulletin board from the oven on which you saw this exhibit 2 posted?

A. I should judge 50 feet, yes, 50 feet between the two of them.

(Testimony of George J. Nelson.)

Q. Was that in view of where you were eating lunch?      A. Right between the two of them.

Q. Did you see these gentlemen that you named, Mr. Johnson and Mr. Nevins, post it on both of them?

A. I saw them post it on the oven door, and when I went back there, there was one on the bulletin board, too.

Q. Then, did you go out front to see if there was one on the wall?

A. When I was going home at night I saw it right up there because I had to pass it.

Q. Had any A. F. of L. bulletins been up there in these places?

A. Not at the time they were posted. [123]

Q. At other times did you see A. F. of L. bulletins in these same places?

A. That one slip there a couple of days after.

Q. Let me show you some other slips.

Trial Examiner Schneider: Which slip are you referring to?

The Witness: On that picture there. The one that is taped up on the wall.

Q. (By Mr. Nourse): You saw that on the oven door?      A. On the wall door.

Q. That is on the outside wall?

A. The wall of the building.

Trial Examiner Schneider: You are referring to the A. F. of L. poster which can be seen in Respondent's Exhibit 1 for identification?

The Witness: Yes.

(Testimony of George J. Nelson.)

Q. (By Mr. Nourse): Now, you saw those on the bulletin board, too, didn't you?

A. No, sir.

Q. You saw them on the oven door, didn't you?

A. No, sir, on the wall; that is the only place where I seen them.

Q. Did you ever see one of those on the bulletin board?

Mr. Nourse: I will ask that these be marked for identification. You are familiar with those, Mr. Esterman?

Mr. Esterman: In a general way. [124]

Mr. Nourse: They were in your files. If you want to examine them before——

Mr. Esterman: It is all right, go ahead.

Mr. Nourse: May these be marked in order as Respondent's Exhibits 3-A through H, inclusive, for identification.

(Thereupon, the documents referred to were marked Respondent's Exhibits 3-A through 3-H, incl. for identification.)

Trial Examiner Schneider: We will take a short recess.

(Short recess.)

Trial Examiner Schneider: Let us proceed.

Q. (By Mr. Nourse): Will you look at these exhibits for identification, 3-A through -H inclusive. Will you tell me which of them were posted at the Gilfillan Bros. Inc., plant?

Mr. Esterman: On the walls.



(Testimony of George J. Nelson.)

Q. (By Mr. Nourse): On the walls or bulletin board?

A. Probably all. I saw them around.

Q. Them, or any of them?

A. I couldn't say any one specifically: I never paid any attention to it.

Q. The only one you paid any attention to then——

A. The one on the wall.

Q. (Continuing): ——was Board's Exhibit 2.

A. That is right.

Q. But you did see the A. F. of L. poster up there in the [125] same places that you saw that, and at other places in the building?

A. Yes, sir. [126]

#### Recross Examination

Q. My notes indicate, whether correctly or incorrectly, I don't know, that there was a burring and buffing department in October, and then when Brooks left at 2 p. m. you took over?

A. That was another Brooks that had charge of the burring department.

Q. He was in charge of the burring department?

A. Of the burring department in the day-time.

Q. What was his title, if he had any; do you know?

A. He was foreman of the burring department. Pardon me, could I ask Mr. Sparks if that was his right name?

The Witness: That was Brooks, wasn't it?

Mr. Sparks: I don't know of any Brooks in charge of that department; no.

The Witness: In the burring department? Par-

(Testimony of George J. Nelson.)

don me, Foley. F-o-l-e-y. Yes, Brooks was the one in the shipping department and asked for Mary and Alice.

Q. (By Trial Examiner Schneider): The name should be Foley instead of Brooks? A. Yes.

Mr. Nourse: He was in the shipping department with Mary and Alice?

The Witness: Brooks was the man in the shipping department that asked for Mary and Alice to go up there and go to work for him. Mr. Foley was the man in the burring [135] department.

Q. (By Trial Examiner Schneider): Well now, when was it that the change was made in the burring department resulting in Mrs. Goebels coming in; was that in November or December?

A. November.

Q. Do you recall about what date in November?

A. About, probably around Thanksgiving time. I wouldn't exactly know the date.

Q. At that time, you say the burring department was enlarged? A. They put more help on.

Q. Do you know how many were in that department prior to the time Mrs. Goebels came in?

A. I should judge about ten.

Q. How many were in after she came in?

A. It went up to twenty or twenty-five. [136]

Q. If you know, exactly what duties did Roy Johnson perform?

A. Set-up man on the mills.

Q. And what did a set-up man do? [137]

(Testimony of George J. Nelson.)

A. They set up the machines so the operators could run them; keep checking the work and see that the work is according to blueprints.

Q. What is the relationship between a set-up man and a leadman or foreman?

A. Practically the same thing.

Q. They are about the same thing?

A. Yes.

Q. Then would a set-up man have any authority over the operators of any of the machines he was working on?

A. Any authority?

Q. Yes.

A. Certainly; he was in charge of them.

Q. Would you say that the set-up man was the boss of the operators?

A. Of that department he was.

Q. And they would have to do what he told them to do?

A. Yes, sir.

Mr. Nourse: I would like the Examiner's question to be a little more specific and definite than that. In what regard as to performance of work?

Trial Examiner Schneider: That's right.

Mr. Nourse: As to carrying out——

The Witness: Changing them around and telling them [138] to do this job and that job.

Mr. Nourse: To tell them what job to perform?

The Witness: Yes.

Q. (By Trial Examiner Schneider): In order to get this picture clearly, if the set-up man were to order an operator to do a job in a certain way and

(Testimony of George J. Nelson.)

if the operator refused to do that; could the operator refuse to do that?

A. Well, he would lose his job if he refused to do it.

Q. In other words, he was under the obligation to take orders from the set-up man?

A. Yes. [139]

Q. Now, the poster which you say you saw Nevins and Johnson post was the poster on the oven; is that correct?

A. Yes, sir.

Q. And that was the only one you saw them post?

A. That was the only one.

Q. Now, you testified that with respect to some men you went to Mr. Walters and discussed discharging them?

A. Yes, sir.

Q. And did you say that you recommended to Walters that they be discharged?

A. Yes, sir.

Q. Were your recommendations followed?

A. Yes, sir.

Q. Do you know of any cases where you recommended the discharge of a man and the recommendation was not followed?

A. No, sir. I went to Mr. Walters, and Mr. Walters one or two times there put him on the day shift, changed them off the night shift and changed them to the day shift.

#### Recross Examination—(Continued)

Q. (By Mr. Nourse): When you made these recommendations for discharge, can you recollect what the grounds that you gave were for their discharge?

A. Unsatisfactory work. [140]

(Testimony of George J. Nelson.)

Q. Unsatisfactory work. Did you explain to him what the nature of their work was, what was wrong with their work that made it unsatisfactory?

A. Yes, sir. Either drunkenness, drinking on the job, or——

Q. It was after your statement of those things to Mr. Walters that he followed your recommendation and discharged the men?

A. Yes, sir. [141]

Q. (By Mr. Nourse): As to the setup man, if you had an experienced operator, one qualified, he could set up his own work and the setup man wouldn't pay any attention to that man, would he?

A. Oh, yes.

Q. He didn't set up that man's work, did he?

A. I never had one man that could do that.

Q. I am not talking about that. You made very general statements as to setup men in other departments.

A. Well, I can't say for the others.

Q. You don't know then what Johnson did over his men, in supervising them, do you?

A. Why, no. I took care of my own end of it, and my general belief of what his work was.

Q. That is what I am coming to. You don't know what these [144] other leadmen or setup men did. What you are stating is what you did with the men in your department?

A. In my department, yes.

Q. And outside of that you don't know what the others did?

A. The general line of work, why, certainly I did.



(Testimony of George J. Nelson.)

Q. You don't know how much supervision they gave?

A. I had enough to do on my own end.

Q. That is what I thought. But I am asking you if you know what they did.

A. Yes, I know what they did.

Q. Do you know how much supervision Johnson did give if he had an experienced man under him?

A. He has got to check him all the way through and he was still responsible for that man.

Q. How do you know he was responsible?

A. General practice gives you that knowledge.

Q. You base it on because you were held responsible in your department?

A. Yes, sir.

Q. But you weren't a setup man, were you?

A. I done my own setting up.

Q. But you were a foreman in your department?

A. Yes, sir.

Q. In charge of the whole department?

A. Yes, sir. [145]

Q. Now Johnson was one of three or four leadmen in his department, wasn't he?

A. On different shifts.

Q. What?

A. Three or four on different shifts.

Q. But he had a foreman over him?

A. Yes, sir, and superintendent. He had the night superintendent over him.

Q. Didn't he have a foreman also?

A. Not that I know of. He was the foreman there.

Mr. Nourse: That is all I have.

(Testimony of George J. Nelson.)

Trial Examiner Schneider: Mr. Wilson?

Mr. Wilson: No questions

Trial Examiner Schneider: You may be excused.

The Witness: Thank you.

(Witness excused.)

Mr. Esterman: May we go off the record for a moment, Mr. Examiner?

Trial Examiner Schneider: Off the record.

(Discussion off the record.)

Trial Examiner Schneider: Now, would you make that statement for the record?

Mr. Nourse: During the year 1942 and at the present time there were approximately 500 employees, which would include office employees, as well as operations employees. [146]

Trial Examiner Schneider: Thank you.

Mr. Esterman: And I will state for the record that the Board will stipulate that sometime in June, 1937, an election was held at the Gilfillan plant here in Los Angeles for the bargaining agent, and that on the ballot were the E. M. A., the C. I. O., I don't recall what local and, of course, a neither vote, and in consequence of that election, which was won by the E. M. A., the E. M. A. was subsequently certified as the bargaining agent.

Is that satisfactory?

Mr. Nourse: And that that election was one held under the Labor Relations——

Mr. Esterman: By agents of the National Labor Relations Board.

Mr. Nourse: In accordance with the Act.

Mr. Esterman: In accordance with the Act, and that was in 1937.

Mr. Nourse: In 1937.

Trial Examiner Schneider: Was that a Board directed election?

Mr. Esterman: No, it was a consent election.

Trial Examiner Schneider: A consent election?

Mr. Esterman: Yes. I can furnish the case number.

Mr. Nourse: That was the C. I. O.—I am talking without records, Mr. Examiner, because all of those records [147] burned up, but my understanding is that the C. I. O. had come in and demanded an election from the National Labor Relations Board, and that Gilfillan consented to the holding of the election. If by that you mean it was a consent election——

Mr. Esterman: By consent of all the parties. We can't hold one unless all the parties do consent, and that is the connotation when I say "consent", the parties on the ballot and the company consented. If you want any further facts I can get the old file. Is that satisfactory?

Mr. Wilson: I think that is very satisfactory.

Trial Examiner Schneider: Off the record.

(Discussion off the record.)

Trial Examiner Schneider: You may proceed.

JOHN K. SEMPLE

a witness called by the National Labor Relations Board, after being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Esterman): Now, your name is John K. Semple, is it not?

A. That is right.

Q. And you reside at 9547 Olympic Boulevard in Beverly Hills?

A. That's right.

Q. You are at present employed by the Timm Aircraft Company?

A. Yes. [148]

Q. As chief of material; is that correct?

A. That's right.

Q. You were first employed by Gilfillan approximately in the year 1934?

A. That's right.

Q. And continuously thereafter until sometime in 1940; is that correct?

A. No. I think that I left, I think it was in 1939, January, 1939.

Q. Until the first part of January, 1939?

A. Yes.

Q. You are not certain about it?

A. No, I am not.

Q. It was either '39 or '40?

A. Yes, one or the other.

Q. Now, in what capacity were you employed by Gilfillan?

A. I was cost auditor and personnel manager.

Q. Cost auditor and personnel manager?

A. Yes.

(Testimony of John K. Semple.)

Q. Will you please speak up, as I am having a little difficulty in hearing you. Did you continue in that capacity throughout your connection with the company?      A. Yes.

Q. What can you say as to the date of the origin of the E. M. A., approximately? [149]

A. It is naturally very difficult to recollect the exact date.

Q. Do the best you can.

A. It would be sometime previous to that election.

Q. The one I just spoke of?

A. That's right.

Q. That would be early in 1937, then?

A. I would say so, yes.

Q. And was a Mr. Miller the first president,—Mr. Malcom Miller the first president of the E. M. A.?

A. To the best of my recollection, he was.

Q. Was he later succeeded by a Mr. Ivar Thorsen?

A. Yes, I think so.

Q. Can you place the time when that succession took place?

A. It would be sometime towards the end of 1938.

Q. It would be the middle of the year?

A. No, it would be closer towards the end of the year. October, I would say.

Q. Very well. With respect to personnel work, did you have anyone in the company associated with you? Did you have an assistant, for example?



(Testimony of John K. Semple.)

A. Not in personnel work.

Q. To whom did you report? To whom were you responsible? A. Mr. Gilfillan.

Q. Did your job in connection with personnel work consist [150] of hiring people for work in the plant? A. That's right.

Q. Clearing them through your office?

A. That's right.

Q. And also clearing the discharges?

A. That's right.

Q. That is aside, of course, from your cost accounting phase of your work?

A. That's right.

Q. Now, did the E. M. A. hold regular meetings in 1937?

Trial Examiner Schneider: Does this witness know?

The Witness: I wouldn't know.

Trial Examiner Schneider: Is he qualified?

Mr. Esterman: He is the personnel man.

Trial Examiner Schneider: But is he qualified to say whether or not the Association held meetings?

Mr. Esterman: Well, I will ask him this:

Q. (By Mr. Esterman): Did you ever attend any E. M. A. meetings? A. Yes, I did.

Q. How many?

A. At least three, and probably one or two more.

Q. How often were they held, to the best of your recollection?

A. The meetings that I attended? [151]

(Testimony of John K. Semple.)

Q. How frequently were the meetings held, if you know?

A. Well, it would be only—that would be difficult for me to say. I would say they would be held every two weeks.

Mr. Nourse: Well, do you know when they were held?

The Witness: No, I do not.

Q. (By Mr. Esterman): All right. Were these meetings you attended, the three meetings which you attended, were they successive meetings or widely scattered?

A. Not knowing when they held them, I couldn't say that. The times I attended were spaced considerably.

Q. How far apart were they spaced? That is what I am getting at.

A. Oh, two to three months apart.

Q. Now, briefly, for what purpose did you attend these meetings?

A. By invitation of the E. M. A. to address them on various and many subjects.

Q. And at each meeting you attended, I take it you addressed them on one subject?

A. At each meeting, yes.

Q. Do you recall whether there were any meetings where the subject of labor or labor unions or any related subject was discussed?

A. I recall one meeting where the—where I made an effort to explain the Wagner Relations

(Testimony of John K. Semple.)

Act, which was just [152] shortly after its inception.

Q. You mean in 1937, don't you? You don't mean in 1935? A. In 1937, yes.

Trial Examiner Schneider: I take it, you are referring to the time the Act was declared constitutional?

The Witness: Yes.

Q. (By Mr. Esterman): Then is this the only meeting in which the subject of labor or labor unions, or anything related to that subject, was discussed by you?

A. That was the only meeting where that subject would be a topic that I was discussing.

Q. I take it from what you have said, that that consisted of an address on the Wagner Act and what it was, or, at least, what you thought it was, and how it worked, and so on. Is that right?

A. That's right.

Q. Do you know about how many people worked for the company during the years 1937 and 1938? Was the personnel as large as it is now, numerically?

A. No, and there were two peaks there, one in the middle of the refrigerator season and one in the middle of the radio season. I would say the highest we would have would be 300, and sometimes it went down to about 140.

Q. What period do you have in mind now? All the time you were with the company? [153]

A. Yes, that would be a general average.

Q. Did you make it your business to become per-

(Testimony of John K. Semple.)

sonally acquainted with the people that were in the company's employ? That is, generally, all the people that worked there?

A. Not all of them, but I was personally acquainted with a great many of them.

Q. You knew a great many personally?

A. A great many of them.

Q. Did you see them personally from day to day and talk with them? A. Yes, sir.

Q. Did you spend a lot of time in the plant?

A. Yes, sir.

Q. Were you consulted at the time of the organization of the E. M. A. by anyone with regard to its organization? A. Yes, I was.

Q. Do you recall by whom you were consulted?

A. To the best of my recollection, Miller, Joel, Axe,—

Q. You are naming employees at that time?

A. Yes. And probably Thorstenson.

Q. In a general way, what was the nature of your consultation?

A. The only—well, they asked for advice as to how to form a union, and the only advice I would give them would be to tell them how to go to the public library and get that [154] information, and I can remember one thing I told them to get was Roberts' Rules of Conduct, and in that general way I would answer questions they would put.

Q. Were you consulted with reference to a place, a meeting place of the E. M. A. in the first instance?

A. No.

(Testimony of John K. Semple.)

Q. Well, where did the E. M. A. first meet, to the best of your recollection?

Mr. Nourse: If you know? I think the only question this witness can answer is: where was the first meeting he knew of held?

Mr. Esterman: All right. I will accept the amendment.

The Witness: The first meeting I knew of was held in the building.

Q. (By Mr. Esterman): Which building, Mr. Semple?

A. The premises of Gilfillan Bros., Inc.

Q. And you place that early in 1937?

A. Yes.

Q. Were there any other meetings held on the premises of the company, to your knowledge?

A. Do you mean meetings——

Q. Of the E.M.A.

A. Exclusively of the E.M.A. where there was no others present? I mean, there were many meetings held by myself and the E. M. A. in the regular contacts that we had. [155]

Mr. Nourse: You mean by the whole of the E. M. A.?

The Witness: No, by groups of the E.M.A., committees of the E.M.A.

Q. (By Mr. Esterman): No, I mean E.M.A. meetings.

A. No, that is the only one of which I have any recollection.

Q. You mean the only meeting you know about,



(Testimony of John K. Semple.)

or the only meeting that was held on the company premises?

A. The only meeting that was held on the company premises.

Q. And do you know where the meetings were held after that?

A. I know where some were held

Q. Where were some held, that you know about?

A. Some were held in a hall on Venice Boulevard, probably half a block east of the plant.

Q. Would that be the Woodmen's Hall?

A. Yes, I think it was the Woodmen's Hall.

Q. Now, who made the arrangements, if you know, for the use of the company premises at this first meeting that you speak of?

A. I did.

Q. And what did those arrangements consist of? Just tell us, briefly.

A. By seeing that the space upstairs was cleared and by getting assurances from these boys that they would properly protect the meeting and allow nobody else up there. Now, I don't know whether I can say I did it now, or not. [156]

Mr. Esterman: Please read that answer.

(The answer was read.)

Q. (By Mr. Esterman): You mean by your statement that you had these men assure you that the attendance would be confined to E.M.A. membership?

A. That's right.

(Testimony of John K. Semple.)

Q. Now, the meetings that you addressed were held where?

A. Twice I think in that Woodmen's Hall, if that is the name, and the other time in a Masonic Temple on Pico, considerably east of the location of the Gilfillan plant.

Q. Did you attend any meetings or a meeting on the premises of the company?

A. I did not.

Q. And, of course, I mean E.M.A. meetings.

A. The particular meeting that I can recollect, I did not.

Q. Now, to whom did you talk concerning the arrangement for the use of the premises of the company for this meeting?

A. Miller and Axe, and perhaps one or two more that I fail to recollect; probably four or five of them.

Q. Now, I know it goes back some time, but can you recall now what was said?

A. Well, the boys wanted to have a meeting, and they didn't have any money, and I didn't know how they could get it, I mean they didn't know where they could get it, and I think I said, "Well, for this time you can use this space [157] that we have upstairs," which was then unoccupied. They had no funds, as I understood it, in the E.M.A. at that time.

Q. I take it, at these other meetings that you addressed, other than the one where you discussed the Wagner Act, your addresses took the form of

(Testimony of John K. Semple.)

general discussion which had nothing to do with labor unions or the Wagner Act, but were just general matters aside from union matters; is that right?      A. That is true.

Q. Were any picnics held for Gilfillan employees during the years 1938 and 1939?

A. Yes.

Q. Was there one held each year?      A. Yes.

Q. Would that be during the summer months?

A. Yes.

Q. Or the fall, or when?

A. There was one held in the summer, and one held later, probably near the end of September. I can't remember which was held which year.

Q. There was one in each of those years?

A. Yes, sir.

Q. Can you recall whether there were any picnics after that, or before?      A. Not before.

Q. You remember just the two? [158]

A. I remember the two.

Trial Examiner Schneider: That was '37 and '38, or '38 and '39?

The Witness: '38 and '39.

Q. (By Mr. Esterman): Now, was there any publicity attached—

Mr. Nourse: Just a moment. I don't think the witness was there.

The Witness: Oh, I beg your pardon. 1937 and '38. I beg your pardon.

Trial Examiner Schneider: He said he wasn't sure whether it was 1939 or '40.

(Testimony of John K. Semple.)

Mr. Nourse: I don't want to trip the witness, but I know he left early in '39.

The Witness: Well, '37 and '38.

Mr. Esterman: He said he wasn't sure.

Mr. Nourse: But he was going to testify to a picnic held in the fall of that year.

Mr. Esterman: That is so.

Q. (By Mr. Esterman): At any rate, there was a picnic the last year you were there, and the one before that? A. That is right.

Q. And you think now it was '37 and '38?

A. That's right.

Q. And I take it, there was some publicity attached to [159] these picnics, that is, with respect to arrangements and notices to employees, and so on? Were there bulletins posted in the plant?

A. Yes.

Q. In connection with the picnics?

A. That's right.

Q. Is that true of both picnics?

A. That is true of both picnics.

Q. Does your recollection serve you as to what the advertising had to say with respect to who was sponsoring the picnic?

A. Well, the first picnic was, as near as I remember it, was Gilfillan Bros. first annual picnic.

Q. And what do you remember as to the second?

A. I would say that in whatever publicity was given to it inside the plant, the name of the E.M.A. was on that publicity.

Q. You are speaking now of the second?

(Testimony of John K. Semple.)

A. Of the second. Whether it was E.M.A. sponsored, I can't recollect the phrasing of it, but the E.M.A.'s name was on that second picnic.

Q. The E.M.A. played a prominent part in it? Is that a fair statement? A. Yes.

Q. Now, did anyone else sponsor it with the E.M.A., any [160] other organization?

A. No.

Q. Do you know how these picnics were financed? A. Yes.

Q. Tell us.

A. The first picnic was financed by Mr. Gilfilan. Now, I say "financed". That doesn't truly state it, because Mr. Sparks at that time was purchasing agent, and he was rather successful in getting us a great number of prizes which would have had to have been financed some other way.

Q. That is from purveyors of goods?

A. From vendors of goods.

Trial Examiner Schneider: Off the record.

(Discussion off the record.)

Trial Examiner Schneider: Proceed.

Q. (By Mr. Esterman): I think that is clear. Now, you were speaking of the first picnic?

A. The first picnic, yes.

Q. That is, there were funds donated by the company and there were prizes which were obtained through the purchasing department and through the kindness and courtesy of the purveyors of merchandise? A. That is right.



(Testimony of John K. Semple.)

Q. And these prizes were given to winners of various events at the picnic? [161]

A. That's right.

Q. Now, with respect to the second picnic, was there any difference in the financing?

A. Yes.

Q. What difference was there?

A. As near as I remember, the E.M.A. expected to pay for all expenses, but their treasury was not strong enough for that, and they were very much disturbed that the standard of the picnic should drop below the previous year. I think I discussed the matter with Mr. Gilfillan and told him that I thought it was a good thing to back these fellows, that they didn't want the standard to drop, and Gilfillan agreed to do that.

Q. You asked him for a financial contribution?

A. Whatever deficit there should be in the picnic, I thing I asked Mr. Gilfillan to meet it.

Q. Did he make such a contribution?

A. He did.

Q. Do you recall to what extent?

A. I can't remember. It was, I think, over \$100 and under \$200. I am sure it was under \$200, but it was considerably less than he had been called upon to meet the previous year. Now, at the same time those prizes I am sure were handled in the same way. I think Mr. Sparks and his assistants got us some more prizes that second year. [162]

Mr. Esterman: I hope I am not going to take any liberties, but there was a fire in 1940, and I am

(Testimony of John K. Semple.)

afraid I am going to put in some secondary evidence. Perhaps later we will be able to substantiate it.

Q. (By Mr. Esterman): Do you know of any other means in which the company made financial contributions to the E.M.A. for purposes other than those connected with picnics?

A. No, I most certainly do not.

Q. I will ask you this question: Were there any vending machines on the premises of the company while you were there? A. Yes.

Q. Do you know anything about how the proceeds from the vending machines, the contents, and I am speaking of the money, was distributed?

A. Yes.

Q. What can you tell us of that?

A. Well, previous to the formation of the E.M.A. those proceeds—there is a certain specified percentage given to the company by the owners of the machines for the use of the premises, and Mr. Gilfillan, as near as I remember it, sent that without any deduction of any kind to the Children's Hospital, or to a children's hospital, to a children's institution.

Q. All right. Then after the E.M.A.?

A. After the E.M.A. was formed, and because it seemed to [163] me that they were constantly short of funds, they came to me and asked me why they shouldn't get the proceeds, as it would materially help their funds.

(Testimony of John K. Semple.)

Well, I went to Mr. Gilfillan, and I can remember him distinctly saying, "Well, the kids would suffer for that." I said, "Well, you send them a check for that." And from that day on that proportion of the proceeds, from those vending machines, was given to the E.M.A.

Q. From that day on, meaning approximately when, Mr. Semple?

A. That would be a very difficult thing for me to recollect. It would be sometime in 1937.

Q. Can you relate it to the time of the election we were discussing? Was it before or after?

A. That would be very difficult for me to recollect that.

Q. Do you know whether it was the latter part of the year or not? Well, I won't press you.

A. Well, I really couldn't remember. I really couldn't remember.

Q. Did that situation obtain at the time you left, that is, with respect to the E.M.A. sharing in the vending machines? There was no change in that?

A. No.

Q. When you left they were still doing that?

A. As far as I know, yes.

Q. How did the company turn over the extra money from the [164] vending machines to the E.M.A.? Was it in currency or by check, or did they give them a key to the vending machines?

A. No. We had nothing to do with the collection of the money. In other words, the owner of the vending machines would send Gilfillan Bros. a

(Testimony of John K. Semple.)

check for their share, and I rather imagine that the cashier, Miss Kemp, gave a check to the E.M.A. Whether she made that check out to the E.M.A., I wouldn't have any knowledge.

Q. Was that a matter of a monthly remittance—

A. Yes.

Q. —or something like that? A. Yes.

Q. From the company to the treasurer of the E.M.A. A. Yes.

Q. Did you know that? I mean, are you testifying from your own knowledge in the matter?

A. Yes, I had some knowledge of it.

Mr. Esterman: That is all.

#### Cross Examination

Q. (By Mr. Nourse): Mr. Semple, these employees' picnics, and I am referring to both of them now, all employees were invited to attend?

A. Plus their wives, and plus their children, and plus everyone they could bring with them.

Q. The families and children and everybody in the plant? [165]

A. No question about that.

Q. Now, at the first one, Mr. Gilfillan personally, now, not the company, bought the beer and sandwiches and everything that was served, didn't he?

A. Well, as far as I am concerned, Mr. Gilfillan gave me the money to finance the picnic.

Q. You didn't go to Miss—what is her name—Kemp, and get a company check? Mr. Gilfillan

(Testimony of John K. Semple.)

gave you the money and you financed the company picnic; isn't that right?

A. Now, I wouldn't be too sure about it.

Q. Isn't it your recollection that it was Mr. Gilfillan's personal check that was given to finance that picnic? I am talking about the first picnic now, before there was any company union or independent union, or any union at all?

A. I couldn't say yes or no to that question. It seems to me that we collected all the bills. I think Mr. Sparks could help me on this. We collected all the bills.

Q. Well, Mr. Sparks is helping you because I get my information from him to ask my questions.

A. It seems to me we collected all the bills. No, that isn't true. We got some money, I think \$100, and we spent that very rapidly, and collected the bills and gave them to Miss Kemp, and either she paid them or she gave us the money to pay them. Now, I am not clear as to whose check was used, or whether we got the cash, or what it was. [166]

Q. It is a long time ago, I know. Now, at the second picnic, isn't it true when you went to Mr. Gilfillan to have him make up the deficit, that he assumed that deficit?

Mr. Esterman: You mean, as distinguished from the company?

Mr. Nourse: Yes, as distinguished from the company.

The Witness: I can't answer that for this simple reason: as near as it comes to my memory now,



(Testimony of John K. Semple.)

I audited the bills of the E.M.A. I mean that the boys at the E.M.A. presented them to me, and I audited a statement, and as near as I recollect, they made the financial settlement that second time, and I knew the actual amount but I didn't have actually the passing of that money to the E.M.A.

Q. (By Mr. Nourse): Now, to this second picnic everybody was invited? A. Yes.

Q. Wives and children, and everybody in the plant?

A. Absolutely. It was a little better than the first one, too.

Mr. Esterman: There were more children, you mean?

The Witness: Sparks tried to catch a greasy pig, and it was quite funny, as I remember that one.

Q. (By Mr. Nourse): You didn't have Gilfilan pitch too? He used to pitch for Stanford.

A. No. [167]

Q. I don't think there is any other question. Oh, the E.M.A. was formed in about what month? Do you remember?

A. If that election was in——

Mr. Esterman: In June.

The Witness: ——in June—well, I am really making a guess, gentlemen, but I would say February of that year.

Q. (By Mr. Nourse): February, or shortly after that? A. Or shortly after that.

Q. Now, it was 8 or 10 months after that, wasn't it, before they were allowed to get their nickles

(Testimony of John K. Semple.)

back out of those cigaret machines, and things, or a part of the nickles back?

A. Well, I would be surprised if it was as long as that, because they were constantly broke. I would be very much surprised if it was that length of time.

Q. Well, do you know what relationship the Bezant Motor Company had to the moneys that came from those machines? Wasn't there an American Legion fund that that money went to for a while?

A. No. Just now it is coming back to me.

Q. I am trying to give you some help.

A. There was a one-armed soldier, a one-armed Legionnaire, and he only had the peanut machines. I remember that. That is the American Legion idea, and the E.M.A. brought in that Coca Cola machine, and that was a motor company, I am nearly [168] sure, that owned that Coca Cola machine.

Q. And Joe Copeland was the one-armed peddler?

A. No, that is another deal. Joe Copeland's uncle came in to sell us something to get money. That is complicated now, with those machines.

Q. Anyway, didn't the first of that start in October of 1937?

A. Well, I can't say. I would think earlier than that. I can't say. I do not have a record, and I can't say.

(Testimony of John K. Semple.)

Q. Didn't the checks in those months run about three to four dollars a month, the income, or do you remember?

A. No, they ran more than that. I remember that Coca Cola machine ran considerably more than that. I would say \$12, or some figure such as that.

Q. And you don't know whether or not any of the E.M.A. men made contacts with these people that were selling them, to see as to the brokerage on the machines? A. No.

Q. Or the complaints, or stuff like that? You don't know what part they took in the operation of the machines? A. No.

Mr. Nourse: That is all.

Trial Examiner Schneider: Mr. Wilson?

Mr. Wilson: I have no questions. [169]

#### Redirect Examination

Q. (By Mr. Esterman): What else did they vend besides peanuts and Coca Cola? Any other products?

A. Chewing gun and, or, I don't know, a lot of stuff. [170]

Trial Examiner Schneider: Since it is probably an urgent matter, I think we would probably have to. First, I have several questions I would like to ask Mr. Semple.

Q. (By Trial Examiner Schneider): Mr. Semple, at the time the E.M.A. was formed, was there any other labor organization active at that time?

A. No, not to my knowledge.

(Testimony of John K. Semple.)

Q. When did the C. I. O. first make its appearance, if you recall?

A. Well, there was a peculiar circumstance attached to that. It centered around a man. The first knowledge I had that the C. I. O. was in the plant at all was around a man.

Q. Was when?

A. Was around a certain man. It would be around that time. It would be very close to the time that the E.M.A. was formed, that the first activity that I knew anything about by the C. I. O. came to my attention.

Q. As you recall, which activity took place first? The activity on the part of the E.M.A. or the activity on behalf of the C. I. O., or were they more or less simultaneous, you say?

A. They were more or less simultaneous.

Q. You couldn't say that one preceded the other?

A. No, I couldn't honestly say that. [171]

Q. At that time, when the C. I. O. came in, did it ask for the right to use the company premises, or things of that nature?      A. No. [172]

## GEORGE M. HINES

a witness called by the National Labor Relations Board, after being first duly sworn, was examined and testified as follows:

## Direct Examination

Q. (By Mr. Esterman): Your name is George M. Hines, is it not? A. That's right.

Q. And you live at 2848 West Ninth Street in Los Angeles? A. I do.

Q. You are now employed, are you not, by the Pacific Aviation Company? A. Yes.

Q. In Los Angeles?

A. Yes, at 927 Sycamore.

Mr. Nourse: That is your place of employment?

The Witness: Now, yes.

Q. (By Mr. Esterman): You are employed there in what capacity?

A. Milling machine operator.

Q. You went to work for Gilfillan in September, 1941? [173] A. Yes.

Q. And worked there until when?

A. March 2, 1942.

Q. March 2, 1942? A. Yes.

Q. Did you go back to work there again?

A. I quit at that time.

Q. Oh, you quit in March of 1942 and went back to work again? A. On June 13, 1942.

Q. And worked that time until——

A. Until April 30 of '43.

Q. Of this year? A. Yes, sir.



(Testimony of George M. Hines.)

Q. Did you become a member of the E.M.A. when you went to work for the company?

A. Yes, I did.

Q. Can you relate your joining the E.M.A. to the time you first went to work? In other words, how soon after you went to work?

A. Oh, perhaps a couple of months.

Q. Do you recall how you happened to become a member?

A. Why, yes. One of the employees came around and asked me to join the company union. [174]

Q. Now, you know Roy Johnson, of course, the president of the E.M.A.?

A. Yes, I do.

Q. At the time that you left the company, that would be May 1, 1943, what work was he doing, if you know?

A. He was foreman of the swing shift in the milling department, in the same department that I was in.

Q. That would be what hours, when you speak of swing shift?

A. Well, they have three shifts, all twelve hours, the regular night shift, and the regular day shift, and the swing shift, which relieves the day shift and the night shift.

Q. Well, I have succeeded in confusing myself more than ever. Tell us what the swing shift was, what hours the swing shift works?

A. Well, they worked, they relieved the day shift on their days off.

(Testimony of George M. Hines.)

Q. And the day shift worked two days and was off then for two days?

A. And, also, the night shift works the same time, and the swing shift relieved both the day and the night shift.

Q. In other words, the day and night shifts each worked [176] two whole days or two whole nights, as the case may be?

A. No, we have a straight night shift and a straight day shift. In other words, I worked straight nights, worked two nights and had two nights off.

Q. And the day crew worked——

A. Two days on and two days off, and the swing shift——

Q. The swing shift takes up the gaps in both instances?      A. Yes, sir.

Trial Examiner Schneider: These are 12-hour shifts in both instances?

The Witness: Yes.

Q. (By Mr. Esterman): Now, you state that Roy Johnson was the foreman of the swing shift milling department. Do you recall for how long a period prior to your leaving the company he so acted?      A. Several months, 8 or 10 months.

Q. Before you left the company he acted in that capacity?      A. Yes.

Trial Examiner Schneider: Is that prior to the first time he left the company, or the last time with the company?

The Witness: That is prior to—well, he was

(Testimony of George M. Hines.)

taken off of mills there shortly before I left the last time, possibly 6 or 7 weeks, or almost two months there.

Trial Examiner Schneider: He was taken off the milling department a short time before? [177]

The Witness: Along about the time the union activities came in the plant.

Trial Examiner Schneider: Around February, 1943?

The Witness: Yes, they took him off the milling department and put him in the lathe department.

Trial Examiner Schneider: And prior to that time he had been foreman for some 8 or 10 months, you say?

The Witness: Yes, sir.

Q. (By Mr. Esterman): Well, then, just before you left, that is, for a period of time just before you left, that is, immediately prior to your leaving, he wasn't acting as foreman of the milling department swing shift crew, but he was working on a lathe? A. On a turret lathe.

Q. And he had been doing that?

A. And also handing out some supervision to the man who relieved him.

Q. But aside from doing that——

A. He wasn't a foreman. The fellow that was acting in his place on the mills was very irresponsible.

Q. But I am referring specifically to the time early in February, let us say, at the time you left. That would be February, March and April.

(Testimony of George M. Hines.)

A. Early February.

Q. And those last 11 or 12 weeks of your employ he was [178] engaged in working on a lathe? By "he", I mean Johnson. A. Yes.

Q. And before that——

A. Before that he was a foreman.

Q. Of the swing shift?

A. Of the swing shift.

Q. In the milling department?

A. That's right.

Trial Examiner Schneider: Was he demoted then?

The Witness: Well, I would say, yes, he was. [179]

Q. (By Mr. Esterman): Just to refresh my recollection, when did you say you left the company?

A. I left the company the last day of April of this year.

Q. Now, at that time who was your foreman? [190]

A. Mr. R. C. Miller was my immediate foreman.

Q. Were there any others? Did you have any other foremen?

A. General superintendent or night superintendent, Mr. Walters.

Q. What was Miller the foreman of?

A. Milling department.

Q. Prior to working under Miller, did you work under anyone else? A. Yes, James K. Clark.

(Testimony of George M. Hines.)

Q. What was he the foreman of?

A. Milling department, night shift.

Q. Same department night shift? A. Yes.

Trial Examiner Schneider: Was Miller in the day shift?

The Witness: Miller was on the night shift; formerly Mr. Clark was on that shift and Miller was made the foreman and Mr. Clark was transferred to days.

Q. (By Mr. Esterman): Do you recall when that change was made with connection to the foreman?

A. They made that change about the time they changed Mr. Johnson over to the turret lathe about that time.

Q. Can you fix the time, approximately when?

A. Well, I should say along the latter part of February or early March.

Q. To your knowledge, did James Clark have any connection [191] with the E.M.A.?

A. Yes, he did.

Q. What was his connection?

A. He was elected grievance man.

Q. Did you ever take up any grievances with him yourself?

A. Yes, I asked him for a raise; he was my foreman.

Q. More than once? A. Yes, several times.

Q. How many times? A. Several times.

Q. What did he tell you?



(Testimony of George M. Hines.)

A. Well, he said he would recommend me; I would have to see Mr. Chester Cramer.

Q. (By Mr. Esterman): Now, you were aware of the fact that there was considerable A.F.L. organization or activity in and around the Gilfillan plant beginning around the first part of January, of 1943, were you not? A. Yes.

Q. As a matter of fact, you took part in that?

A. I did.

Q. To what extent did you participate?

A. Well, I was quite heavily engaged in union activities. [192]

Q. Well, tell us what you did.

A. Well, I wrote memberships and acted as a representative of the A.F.L. in the shop there as a steward.

Q. Were you shop steward? A. Yes.

Q. Did you—

A. I wrote probably close to a hundred members.

Q. How many people did you talk to during the course of your organizational work?

A. Oh, a couple hundred or more.

Q. Were they concentrated in any particular shifts, on all shifts, or what? A. All shifts.

Q. In the main I expect they were on your own shift; is that right? A. Mostly, yes.

Q. And you would contact them before and after hours and during the rest periods?

A. During the rest periods, before starting to work and after work.

(Testimony of George M. Hines.)

Q. Do you know about how many people you signed up with the A. F. of L.?

A. Oh, close to a hundred. [193]

Q. Well, you have testified that you became a member of the E.M.A. shortly after you were employed; is that right? A. Yes.

Q. Did you understand the E.M.A. had a contract with the company?

A. Yes, I understood they had a contract, but I——

Q. Did you ever see it? A. No.

Q. Did you ever see a copy of the constitution of the E.M.A.? A. No, sir.

Q. Or the by-laws? A. No, sir.

Q. Do you know anybody in the shop who has seen a copy of the constitution? A. No.

Q. Or the by-laws? A. Nor the by-laws.

Q. Or any contracts with the company?

A. No.

Q. Do you know whether any copies of those documents were distributed in the shop among the employees?

A. Not during the time that I was there. [201]

Q. There has been some testimony about the collection of dues for the E.M.A. and the signing up of members by a tool crib man named Bucknell. Now, what was your observation in that connection?

A. Well, along there at the first part of March I went up to the tool room on business. I forget just now what it was, to get something, a tool of

(Testimony of George M. Hines.)

some sort, and Bucknell stated that he was getting up a list that he was going to turn over to the War Man Power Board, War Production Board, something of that nature, and he wanted to know if I had joined the E.M.A. organization, and he had a list there——

Mr. Nourse: What year is it?

The Witness: This year.

Q. (By Mr. Esterman): He wanted to know what, Mr. Hines?

A. He wanted to know if I had signed and joined this list that he had there representing the E.M.A., he was getting up a list, he said, he had to turn in the next day to the War Board.

Q. Well, did you ever see him collect any dues from any of the employees for the E.M.A.?

A. Yes. He came around to the machines while the men were working, during working hours, collecting money.

Q. Did he do that frequently?

A. Often, yes.

Q. Well, how often, in your judgment?

A. Once a month at least. [202]

Q. Did he collect dues at the tool crib?

A. Yes.

Mr. Esterman: That is all.

#### Cross Examination [203]

Q. When did you become a member of the A. F. of L.?

A. In February.

Q. In February of 1943?

A. That's right.

(Testimony of George M. Hines.)

Q. And from that time on you wore continually in the shop an A. F. of L. button that said you were shop steward, did you not? A. Yes.

Q. And you had that on the day you said this Mr. Bucknell asked you to sign some E.M.A. papers, is that right? A. Yes.

Q. And this paper he asked you to sign was some list to be presented to the War Man Power Board?

A. He so stated, yes.

Q. Did he say what it was for; in what regard?

A. No, he was very mysterious about it. [204]

Q. Did you look at it?

A. Just glanced, that is all.

Q. Well, what did it say?

A. I just glanced like I look at that note there. I couldn't tell you what it said.

Q. Did you sign it? A. I did not.

Q. Was it because of something that was stated in the instrument that you didn't sign it?

A. No, because I knew he was the representative of the E.M.A. and I certainly wasn't going to sign anything that he had.

Q. You don't know whether it had anything to do with the E.M.A. or union business or whether it was something that the War Man Power Board required from Gilfillan Bros., Inc.?

A. He led me to believe it was a part of the E.M.A. organization.

Q. Just what did he say; what did he say the instrument was?

(Testimony of George M. Hines.)

A. He said he had to have this list turned in; names of members of the E.M.A.

Q. To the War Man Power Board?

A. Yes.

Q. Did he say who had required it of him?

A. No.

Q. Did he give you the impression that the War Man Power Board had asked for it from him? [205]

A. Yes, he did.

Q. And that is required the signatures of members of the E.M.A.? A. Yes.

Q. Were there other signatures on it when you saw it?

A. Yes, there were several names on the paper. [206]

Q. Did you ever ask to see the constitution and by-laws of the E.M.A.? A. Yes.

Q. Who did you ask? A. James K. Clark.

Q. Who is he?

A. He was at that time grievance man, my foreman.

Q. What dates did you ask him?

A. I don't recall exactly the date.

Q. You mean he was the lead man on your shift? [207] A. He was my foreman.

Q. Foreman? A. Yes.

Q. All right; you don't remember what date? How long before you quit?

A. I don't remember exactly; it was while he was my foreman, before he was transferred on the days.



(Testimony of George M. Hines.)

Q. He was transferred on to days when he went on the grievance committee, wasn't he?

A. He was grievance man while he was foreman at nights.

Q. What did you say to him?

A. I asked him about a raise. I asked for a transfer on to days and he said he didn't see how it could be done and then two or three days later, some time after that, Mr. Hall, the man who took Mr. Johnson's place——

Q. I thought this was a Mr. Hall you were talking to all the time. I asked you what you were saying to him about seeing the by-laws and constitution?

Mr. Esterman: I thought you said Clark.

Mr. Nourse: Maybe I did.

Q. (By Mr. Nourse): I asked you what you said to Mr. Clark about the constitution and by-laws. Will you answer that question?

A. I asked him if he ever had seen it and he said no.

Q. Is that all you asked him? [208]

A. Well, I asked him, I don't recall, I probably asked him several things about that.

Q. At that time you were no longer a member of the E.M.A.?      A. No.

Q. You didn't mention that?      A. Never.

Q. Did you ever mention it to him?

A. Never.

Q. How did you happen to ask to see a copy of the constitution and by-laws of the E.M.A.?

(Testimony of George M. Hines.)

A. He was a grievance man for the E.M.A.

Q. But you weren't a member; why did you want to see them then?

A. I was entitled to; I was an employee there and I was entitled to know what is going on.

Q. You had joined the E.M.A. during your first period of employment? A. Yes.

Q. Did you ever ask to see them then?

A. No, but I talked to several men around there who had and they never had seen it.

Mr. Nourse: I ask that the latter part be stricken out. I asked if he was the man who had asked to see them.

Trial Examiner Schneider: Will you read the question and answer, please? [209]

(The record was read.)

Trial Examiner Schneider: Strike everything after the word "No."

Q. (By Mr. Nourse): I think you testified in direct examination that you paid one month's dues; is that correct? A. Yes.

Q. And that you were never asked again for dues; is that correct?

A. Yes, sir, I was asked for dues.

Q. When?

A. Well, when he went around to collect the dues he approached me the same as he did with the rest of the men.

Q. How many times were you ever asked for dues? A. Several times.

(Testimony of George M. Hines.)

Q. Well, by several times, do you mean two, three, four, five?

A. I mean more than once or twice.

Q. More than three or four?

A. Three or four, or five times.

Q. All right. Now, you joined the E.M.A. in about November, I take it, you said two months after you first came to the plant, November, 1941?

A. About that time.

Q. And at that time you paid 25¢ when you joined; is that right? [210]      A. Yes.

Q. How long after that was the first time that you were asked for dues?

A. I don't recall exactly, but a month or so probably after that.

Q. And that was by Mr. Bucknell?

A. No, it was some other representative there of the E.M.A.; that was before Bucknell's time at the company.

Q. Do you remember who it was or where it was?

A. No, I don't remember, it just slips my mind.

Q. Do you remember where?

A. At Gilfillan.

Q. Some place at the plant?

A. No, in the machine shop at the plant, yes.

Q. How long after that did you pay it then?

A. No, I didn't pay it.

Q. How long again was it before you were asked for any dues?

A. It was their habit to come around at least once a month.

(Testimony of George M. Hines.)

Q. Well, you were there until March; you were asked every month until March, 1943?

A. I can't recall whether it was every month, but they came around about once a month.

Q. And they never asked you when you were sitting around eating lunch or entering the plant, it was always at the machine? [211]

A. Always on Company time.

Q. You would see the man when you were at lunch, but he wouldn't ask you; he would always come up to the machine and ask you?

A. That's right.

Q. When you came back in June of 1942 did that continue? A. Yes, that continued.

Q. And who was that who solicited dues from you then; Mr. Bucknell? A. What date?

Q. Well, beginning with June, that is when you came back, June 13; you fixed the date.

A. Well, yes, it was Bucknell then.

Q. And did that continue right up until April, 1943? A. Yes.

Q. Even though you were wearing an A. F. of L. steward's button he would come up and ask you for dues for the E.M.A.? A. That's right.

Q. And what would you say?

A. Naturally, I told him no.

Q. You said, "No"? A. Yes.

Q. Nothing else? A. No.

Q. What was it you said that Johnson became foreman on the [212] swing shift of the drill press operators or was it drill press?

(Testimony of George M. Hines.)

A. Drill press, I thought it was milling machines.

Q. I meant milling machines; I asked you which one you said. It was milling machines then, when was it you said he became foreman?

A. When was it; let me see. I don't remember exactly when it was but probably eight or ten months previous. He was foreman for probably eight or ten months there before I quit.

Q. You quit in April? A. Yes.

Q. That would be four months in 1943?

A. Early part of 1943 and latter part of 1942.

Q. It was back as far as June, you think, or July or August, 1942 to the best of your recollection?

A. Well, I went on nights first along the first of July. When I went back to work for the company I worked two weeks days and then I went back nights the first of July.

Q. Was he still acting as foreman when you left?

A. No.

Q. How long before that had he changed over?

A. They changed him there a couple of months previous to the time I left.

Q. The fact is he was switched in January, 1942, wasn't he; or was it 1943?

A. No, it was after that. [213]

Q. Now, who appointed you shop steward?

A. The organizer for the A. F. of L.

Q. Mr. Haag? A. No, Mr. Hammond.

Q. You knew a Mr. Haag in the plant, didn't you? A. Yes, I knew Mr. Haag.



(Testimony of George M. Hines.)

Q. And wasn't he organizing for the A. F. of L., also at the same time?

A. He was committee man.

Q. He was A. F. of L. committee man? [215]

A. Yes.

Q. And did you report to him?

A. Yes, we collaborated. [216]

Q. (By Trial Examiner Schneider): What were the duties of Mr. Clark who was foreman?

A. What was the question, please?

Q. What were the duties of Mr. Clark while he was foreman? Describe as specifically as you can specifically what he did?

A. He designated the work that was to be set up on the machines, also set the work up. I answered to him exclusively.

Mr. Nourse: I couldn't get the last of that.

(The record was read.)

Q. (By Trial Examiner Schneider): You were under Mr. Clark? A. Yes.

Q. Did you take orders from him? [221]

A. Yes.

Q. Were there any other persons who were also under Mr. Clark? A. Yes.

Q. How many?

A. Well, from four to eight, it varied at different times.

Q. As I understand it, you were employed in the milling department, not in the drill presses?

A. I was employed in the milling department, excepting when I first went to work for them and

(Testimony of George M. Hines.)

then I was working on drill presses. My first period of employment that was. The second period of employment I went on mills and stayed there.

Q. I am referring to the time that you were under Mr. Clark? A. That's right.

Q. Did you consider Clark to be your boss?

A. I did.

Q. Do you know whether the other persons you have mentioned as being under Clark considered him to be their boss? A. Absolutely.

Q. Do you know whether anyone was ever discharged by Mr. Clark?

A. I don't recall of anybody being discharged by him, no.

Q. Now, when you spoke to Mr. Clark with reference to a raise, did you speak to him in his capacity as foreman, as you [222] have termed it?

A. Yes.

Q. Or did you speak to him in his capacity as a member of the grievance committee of the E.M.A.?

A. Both, first as my foreman and after as grievance man.

Q. Was it necessary that you take a request for a raise first to your foreman? A. Yes, sir.

Q. Do you know if it was necessary for him to approve it before you got the raise?

A. Yes, sir.

Q. Now, I believe you testified that you were docked in your pay for attending the E.M.A. meeting. A. Yes, sir.

Q. When was that meeting?

(Testimony of George M. Hines.)

A. Well, it was in February, the exact date I don't remember; but I got the check stub at home.

Q. What in general took place at the meeting?

A. Election of Grievance men, that was the main issue. [223]

Q. Did you hear Mr. Nelson testify yesterday?

A. Yes, sir.

Q. Mr. Nelson also testified with respect to an E.M.A. meeting where he said a grievance committee was—as he understood it, a grievance committee was elected. Do you know whether or not the meeting to which you refer is the same one to which Mr. Nelson referred?

A. The same. It is the same.

Q. I notice that he placed the time of that as about the first week in January. What is your best recollection as to when it occurred?

A. I think it was in February.

Q. In February. You are sure there were not two meetings, one in January and another in February?

A. There could have been.

Q. There couldn't have been?

A. There could have been. As a matter of fact, I think they had a meeting in January.

Q. I see. Now, you stated you were docked in your pay for attending that meeting?

A. Yes, sir.

Mr. Nourse: I didn't understand him as meaning this year, but meaning during the first part of his employment, that that is what he referred to in that. Or am I wrong?

(Testimony of George M. Hines.)

The Witness: You are wrong. [224]

Mr. Nourse: Oh, I see. I misunderstood the witness.

Q. (By Trial Examiner Schneider): You are referring now to the meeting in February——

A. Yes, sir.

Q. ——concerning which you testified?

A. Yes, sir.

Q. And you were docked for attending that meeting? A. Yes, sir.

Q. And that meeting took place during working hours? A. Yes, sir.

Q. About what time?

A. From about 5:30 to 6:30 P. M.

Q. Were employees excused to attend it?

A. Yes, sir. They closed down all the machines, practically all the machines, around 5:30, sometimes a little earlier than that.

Q. How did you learn employees were excused to attend the meetings?

A. Well, I was there all the time.

Q. Well, what happened? How was the information conveyed to you?

A. From my own observance.

Mr. Nourse: I didn't get that.

(Answer read.)

Q. (By Trial Examiner Schneider): Didn't anyone tell you [225] that you were either to be excused or were to shut down your machine in order to attend that meeting?

(Testimony of George M. Hines.)

A. You see, we were just coming to work at that time.

Q. Oh, this was during a change of shifts?

A. No, not necessarily so. The meeting was held from 5:30 in the evening until 6:30. The men were supposed to work until 6:00.

Q. The day shift were to work until 6:00 and then the night shift came on?

A. The day shift worked from 6:00 A. M. to 6:00 P. M. We were to go to work at 6:00 P. M., and, in other words, it was a half hour on their shift and a half hour on our shift.

Q. The meeting started at about 5:30, you say?

A. Yes, sir.

Q. Don't you recall how you were notified to leave your work and attend that meeting, if you were?

A. Yes. The different foremen in the shops had instructed the men to attend the meeting.

Q. Do you know that of your own personal knowledge?

A. Yes, sir.

Q. What foreman? Did any foreman inform you?

A. Not directly, but that was the word of mouth around the shop, to attend the meeting.

Mr. Nourse: Then I ask that all this testimony that foremen instructed the men to attend the meeting be stricken [226] out as pure hearsay.

Q. (By Trial Examiner Schneider): Did you hear any foremen give instructions to shut down the



(Testimony of George M. Hines.)

machines or state to employees that they would be excused from work in order to attend the meeting?

A. Yes. [227]

Cross Examination

Q. (By Mr. Nourse): Now, I will ask you this: the Trial Examiner asked you if this took place during working hours. The plant was running 24 hours a day then, was it not? A. Yes.

Q. So there was nothing but working hours in which meetings could be held. Now, what foremen instructed you or did you hear say that workmen would be excused to attend the meeting?

A. Mr. Clark.

Trial Examiner Schneider: Mr. Clark?

The Witness: Yes.

Q. (By Mr. Nourse): Where did he say that? In whose presence and where did he say that?

A. Well, he come around to the operators there on the [228] machines and he said that.

Q. Did he say that anyone who wants to go to the meeting can lay off?

A. He said the meeting is being held over at the hall.

Q. Those were his words, "The meeting is being held over at the hall?" A. Yes.

Q. As a matter of fact, a bulletin had been placed on the board by the E.M.A. saying a meeting would be held from 5:30 to 6:30 on this night in that hall; isn't that true? A. Yes.

Q. And all the foreman said is, "The meeting is going on now?"

(Testimony of George M. Hines.)

A. Words to that effect, yes, "The meeting is on."

Q. Now, who told you that it was necessary to take up with your leadman the matter of a raise?

A. That had been the procedure in the plant, to ask your foreman for a raise.

Q. And you would be told also, if you were dissatisfied, you could go to the man in charge in your department, weren't you, to Walters on one shift or Cramer on the other?

A. Well, Mr. Cramer. It seems as though he had the authority to give all raises. You had to go through your immediate superior first.

Q. Well, you would go to him and ask for a recommendation as to your work and then you would go to Cramer to ask for [229] your raise, isn't that right?

A. Well, that was the procedure. I asked Mr. Walters. He had the same capacity at night time.

Q. In other words, you would tell your leadman you were going in to ask for it and asked for a recommendation as to the kind of work you were doing and then you would go to Walters or Cramer to ask for your raise?

Mr. Esterman: Just a minute. I didn't want to interrupt, but if counsel is going to sum up his testimony, then let him sum it up correctly.

Mr. Nourse: I am not summing up. He calls them foremen and I call them leadmen.

Mr. Esterman: He didn't say anything about leadmen. He said foremen.

(Testimony of George M. Hines.)

Mr. Nourse: Well, we will call them by name, although I don't think the witness' conclusion as to what they are is any better than mine.

Mr. Esterman: I agree with that.

Mr. Nourse: We will call him Mr. Clark.

Q. (By Mr. Nourse): Your procedure was you would go to Clark, for instance, if he were your foreman or leadman, whichever you want to term it, and say that you were going to ask for a raise and asked him to give you a recommendation on the kind of work you did, and then you would go to Cramer or Walters, whichever was the head of the department, and ask for [230] your raise?

A. You asked your foreman and then he recommended you, and whether or not you were to get it, and he was supposed to handle that and he was supposed to ask Mr. Walters or his next superior.

Q. Did you go to Walters?

A. I asked Mr. Clark first.

Q. And then went to Walters?

A. Then I asked Mr. Walters.

Q. And then you asked Mr. Cramer?

A. I worked nights all the time.

Q. You didn't see Cramer?

A. Yes, I have seen him.

Q. Not officially?

A. No. He would come down once in a while.

Q. And you worked under Walters as the boss of that department; didn't you?

A. Certainly.

Mr. Nourse: I think that is all. [231]

(Testimony of George M. Hines.)

Recross Examination

Q. (By Mr. Nourse): Did you post the A. F. of L. notices on the bulletin board?

A. Some I did, yes. [232]

Q. (By Mr. Nourse): Is this one that you posted there, Respondent's Exhibit No. 1?

Trial Examiner Schneider: Referring to the—  
Mr. Nourse: Photograph.

Mr. Esterman: The picture of the A. F. of L. bulletin.

Mr. Nourse: Yes.

The Witness: No, sir, I did not.

Q. (By Mr. Nourse): You saw that posted there? A. I did not.

Q. You never saw it? [233] A. No, sir.

Q. Did you see any of these bulletins?

A. I have seen bulletins like that handed out outside by bill form, but not on the bulletin board.

Q. Now, I will show you Respondent's Exhibit 2, for identification, and ask you if you posted that on the bulletin board there?

A. No, sir, I did not.

Q. Did you see it there?

A. There was some letters of a different description than this. This is not the letter. That is a copy of one that might have been on there.

Q. Well, did you see a letter such as this, of which this is substantially a copy, on the board there? I am not asking you to verify that this is an exact copy of the one you saw, but, in substance, does that appear to be the same?

(Testimony of George M. Hines.)

A. I have seen a letter similar to that on the board, yes,——

Mr. Nourse: I will not offer this as Respondent's——

The Witness (Continuing): ——on the bulletin board, but it wasn't——

Mr. Nourse: That photograph isn't the bulletin board there. That is the wall of the building.

The Witness: Yes, I observe that.

Mr. Nourse: I offer Respondent's Exhibit No. 2 in evidence. [234]

Trial Examiner Schneider: Any objection?

Mr. Esterman: For the record, I object to Respondent's Exhibit 2 on the ground, first, that there is no proper foundation laid; on the further ground that it is immaterial and irrelevant, and I haven't heard any purpose stated for the introduction of this document that goes to the issues in this case. Suppose it was posted.

Mr. Nourse: Do you withdraw the charge then that we discriminated in the use of the bulletin board between the E.M.A. and the A. F. of L.?

Mr. Esterman: Is that the purpose?

Mr. Nourse: That is a purpose, and one purpose is enough.

Mr. Esterman: Well, will you state your other purposes, if there are any?

Mr. Nourse: I don't think I am called upon. I offer it for any purpose material to this case. I don't know what your whole case is yet. I am not going to be limited. If it is relevant for a certain



(Testimony of George M. Hines.)

purpose, it is relevant for all. Here you have made a charge in your complaint of direct discrimination.

Mr. Esterman: Well, I have stated my objection.

Trial Examiner Schneider: Any other objections?

(No response.)

Trial Examiner Schneider: The objection is overruled. It may be admitted. [235]

(Thereupon, the document heretofore marked Respondent's Exhibit 2, for identification, was received in evidence.)

#### RESPONDENT'S EXHIBIT No. 2

To the Employees of Gilfillan Bros. Inc.

(The following is copy of our letter to  
Gilfillan Bros, Inc.)

Gilfillan Bros, Inc.,  
1815 Venice Blvd.,  
Los Angeles, California

Gentlemen:

On February 23, 1943, this organization, as preferred collective bargaining agent of a majority of employees in your plant, requested an appointment to discuss wages, hours and conditions of employment.

Failing to secure such an appointment, on February 27, 1943, we petitioned National Labor Relations Board, Twenty-first Region. to certify this

(Testimony of George M. Hines.)

Union as bargaining agent. However, on March 8, certain actions defined by the National Labor Relations Act as "unfair labor practices" compelled us to file charges against the company, of violation of Section 8, subsections (1), (2) and (3) of the Act. Rules of Board procedure then required us to withdraw, temporarily and without prejudice, the petition for certification.

Please be advised: that District Lodge #94, in behalf of Lodge #311, International Association of Machinists, is in fact the preferred collective bargaining agent of a majority of the employees in the bargaining unit defined in our petition; and that upon disposition of the unfair-practice case, if necessary that petition will be re-filed. That the "Employees' Mutual Association" is not, in fact or in the view of the Board, the agent of the employees. And therefore, that collective bargaining between the Company and the Employees' Mutual Association would be without legal force and effect. Any such bargaining coming to our knowledge will be protested by this organization, to the National Labor Relations Board, National War Labor Board, and/or other appropriate government agency.

Very truly yours,  
(Signed) HARRY LEA,  
Business Representative

(Testimony of George M. Hines.)

Q. (By Mr. Nourse): What bulletins did you post on the bulletin board?

A. Oh, I have posted some little folders, A. F. of L.

Q. Have you copies of them?

A. Well, no, I haven't.

Q. Were they a type of application to permit the A. F. of L. to represent the employees? Were they similar to the postal card or this card (indicating) that is attached to this exhibit?

A. No, it wasn't similar to that at all. It was a regular pamphlet like.

Q. A pamphlet? A. Pamphlet, yes.

Q. Soliciting the employees as members in the A. F. of L.? A. Yes.

Q. Was it this type of pamphlet that you posted (handing document to witness)? A. Yes, sir.

Q. And did you post them from time to time?

A. I posted several of them, yes.

Mr. Nourse: I will offer this as our next exhibit in order. It is entitled, "Join the International Association of Machinists, affiliated with the American Federation [236] of Labor.

Mr. Esterman: As Respondent's Exhibit No. 5?

Mr. Nourse: You will have to ask Mr. Thompson. I can't keep those straight.

Mr. Thompson: 5, I believe, yes.

Trial Examiner Schneider: Any objection?

Mr. Esterman: No objection.

Mr. Wilson: No objection.

(Testimony of George M. Hines.)

Trial Examiner Schneider: There being no objection, it may be admitted.

(Thereupon the document referred to was marked Respondent's Exhibit No. 5, and was received in evidence.)

RESPONDENT'S EXHIBIT No. 5

Join the  
International  
Association of Machinists  
Affiliated With the American  
Federation of Labor  
[Union Label]

If the information contained herein is not sufficient, write the undersigned. All questions asked will be cheerfully answered.

H. W. BROWN,  
Int. President.

Machinists' Building,  
Washington, D. C.

—Or—

[Stamped]: Received Mar 27 1943 National  
Labor Relations Board Twenty-First Region Los  
Angeles

Folder B [Union Label]7

Printed in U.S.A.

A Few Good Reasons Why Machinists Should Join  
the International Association of Machinists.

1. It raises wages. Employers know this, hence their opposition.

(Testimony of George M. Hines.)

2. It develops fraternity. It makes men self-reliant and resourceful.
3. It prevents a reduction in wages; reductions rarely come to well organized labor.
4. It makes labor respected. Power wins respect from employers, as from all other men.
5. It arouses thought. When men think they act. When men act together they are invincible.
6. It teaches cooperations. When the workers cooperate they improve their conditions.
7. It enlarges acquaintanceship. It restrains selfishness. It creates confidence. It removes suspicion. It drives away fear.
8. It pays an obligatory death benefit ranging from \$50 to \$300, in accordance with the length of membership.
9. It renders its members financial assistance when they are obliged to strike for better conditions, or to prevent unfair conditions being imposed upon them.
10. It helps the family. It brings more money, more comfort, more time to spend at home and better opportunities to improve social conditions.
11. It teaches employees their rights and how to maintain them. Servile workers are a menace to free institutions.
12. It is evolutionary. It steadily advances, improving the workers condition as rapidly as the average intelligence permits.



(Testimony of George M. Hines.)

13. It has shortened the workday for hundreds of thousands of men in machine shops, and the whole metal trade industry.
14. It has secured safety appliances on machinery, and factory inspection laws in many States and is constantly endeavoring to make machine shop life easier and more sanitary.
15. It is the high school and university for machinists where they can learn how to express their thoughts without fear or favor. It makes them confident and logical in their arguments in defense of their rights.
16. It is an absolutely democratic organization. There is no dictatorial power. Every member has a voice and a vote on all questions affecting the organization. Every member has the full right for a free expression of his opinions. The organization is governed by the progressive principles of Initiative, Referendum and Recall.
17. It has shortened the hours. It has increased the wages. It has increased the workers independence. It has insured safety. It has cheered the homes and firesides of thousands who are members, and it will do the same for you.
18. A union man's card is treated with respect and consideration by all union men, and the bearer of a union card is never without friends.

For further reasons why you should join the  
International Association of Machinists write

H. W. BROWN

Int. President.

Machinists' Bldg.,

Washington, D. C.

Read Carefully!

Think Earnestly!!

Act Squarely!!!

---

Mr. Nourse: We have been going about 2 hours  
now, if the Examiner please. May we have a short  
recess? [237]

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ANNA COX

a witness called by and on behalf of the National  
Labor Relations Board, having been first duly  
sworn, was examined and testified as follows:

Direct Examination [241]

Q. You started around the 15th of January?

A. Yes.

Q. In 1943. And you worked until the 22nd of  
February? A. Of February. [242]

Q. (By Mr. Esterman): Now, when you came  
to work for the company, who was your boss?

A. Well, we called her Margie.

Q. Margie. Was that Marjorie Goebels, Mrs.  
Goebels? A. I never heard the last name.

Q. But you know it was Marjorie?

A. Yes.

(Testimony of Anna Cox.)

Q. What was she in charge of, if you know?

A. The burring department.

Q. You worked under her?

A. Well, I was made to understand I was under her charge.

Q. I didn't hear that. [243]

A. I was under her charge. That is what they told me.

Q. Who told you that? A. What?

Q. Who told you that?

A. The guard that took me in. [244]

Q. When you were with the company, did anyone ever ask you to join the E.M.A.? A. Yes.

Q. Do you know who that was?

A. Margie.

Q. The same Margie you mentioned before?

A. Yes.

Q. Approximately when was this?

A. I think it was about a week before we were discharged.

Q. That would be around the 15th of February; is that right? A. Somewhere around there.

Q. What did she say to you? Well, first, where were you when she asked you to join?

A. I was at the burr bench.

Q. And she came up to you? A. Yes.

Q. And talked to you? A. Yes.

Q. Was there anyone else there?

A. Yes, a girl was sitting across from me.

Q. Well, did this other girl enter into the conversation?

(Testimony of Anna Cox.)

A. Yes. She asked what it was all about, and Margie told [246] her.

Q. Tell us what Margie said to you and what you said to her.

A. She said, "And we have a union."

Trial Examiner Schneider: Will you ~~start~~ start over again?

The Witness: I am so self-conscious that I will talk too loud. Margie said to me, "We have a union of our own. If you want to join, go to the tool crib and pay your dues."

Q. (By Mr. Esterman): Did she say anything else? A. No, that is all she said.

Q. Did you say anything to her?

A. I said I will think it over.

Q. Did you later become a member of the E.M.A.? A. No.

Q. Did anyone talk to you about joining the A. F. of L.? A. Yes.

Q. Did you join the A. F. of L.?

A. I didn't join, no.

Q. Did you take any steps towards joining the A. F. of L.? A. I was going to, yes. [247]

Q. (By Mr. Esterman): What did you do about joining the A. F. of L.?

A. Why, the night we was discharged one of the men came up to us and asked if we would join a Union, so we told him we would.

Q. Did he say what Union?

A. The A. F. of L.

Q. Do you know who that man was?

(Testimony of Anna Cox.)

A. No, I don't.

Q. And did you tell him you would join?

A. Yes, we were going to join the next day.

Q. That is what you told him? A. Yes.

[248]

Q. Now, when was it that the man came up to you and where was it? When and where was it that the man came up to you and asked you to join the A. F. of L.?

A. That was 9:00 o'clock recess. He was talking to one of the other girls and I happened to hear the conversation and I said, "What is it all about?" He wanted to know if I wanted to join the union.

Q. And that recess was what they call "smoking time"? A. Yes. [251]

Q. Who was that?

A. I don't know; I couldn't tell you.

Q. Was it this gentleman here (indicating)?

A. No, he is not here.

Mr. Esterman: I don't know if she knows who you are pointing to.

Mr. Nourse: All right.

Q. (By Mr. Nourse): The man who just testified? A. No.

Trial Examiner Schneider: Let the record show that the individual designated is Mr. Hines, the previous witness.

The Witness: He wore an A. F. of L. button.

Q. (By Mr. Nourse): He wore an A. F. of L. button? A. Yes. [252]



## MARY ELSENIUS

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Trial Examiner Schneider: What is your address?

The Witness: 666 South Bonnie Brae, Los Angeles.

## Direct Examination

Q. (By Mr. Esterman): Where are you employed, Mary? A. Pacific Aviation. [257]

Q. Pacific Aviation? A. Yes.

Q. Located where?

A. 927 North Sycamore.

Q. You formerly worked for Gilfillan Bros., Inc., did you not? A. Yes.

Q. And started there in November of 1942?

A. Yes.

Q. Do you remember the date?

A. The 16th was on Monday; it was then if the 16th was a Monday.

Q. November 16th? A. Yes.

Mr. Nourse: November 16th?

Mr. Esterman: Yes.

Q. (By Mr. Esterman): What work did you do when you were hired? A. Burr bench.

[258]

Q. When you say you were in the burring department, you [259] mean doing burring work?

A. Yes.

(Testimony of Mary Elsenius.)

Q. All right. Was that from November until January?

A. It might have been late in December when they needed me in the machine department and they came over and got me. [260]

Q. After January up until the time you left the company who was your supervisor?

A. Mr. Nelson was the head, he was supposed to be the foreman.

Q. Did he direct you in your work?

A. Yes.

Q. Now, did you join the E. M. A.

A. Yes, sir.

Q. The Employees' Mutual Association?

A. Yes.

Q. Approximately when?

A. Sometime in November, about the 26th of November.

Q. Shortly after you came to work for the company?

A. Yes.

Q. Now, were you asked by someone to join?

A. Marjorie Goebels, the forelady.

Q. She asked you to join?

A. She came over and asked us to join the E. M. A.

Q. She came over where?

A. To the burr bench.

Q. And who was there when she came over?

A. I was at the same table with Mrs. Long.

Q. Another worker? A. Yes.

Q. Was there anyone else there? [262]

(Testimony of Mary Elsenius.)

A. Two at the bench.

Q. Did Mrs. Goebels say anything to you?

A. She says, "Do you belong to the E. M. A. yet?" I said, "What is that?" She said, "That is the Employees' Union, and everyone is expected to join."

Q. What did you say; did you say anything?

A. I said that I wasn't in favor of company unions, but I would join it if it were compulsory.

Q. Then what happened?

A. She said, "Go to the crib and sign up with Mr. Bucknell."

Q. At the tool crib, Mr. Bucknell?

A. Yes.

Q. Did you ever go to him and sign up?

A. Yes.

Q. Did you pay him 25c dues? A. Yes.

Q. Did you thereafter pay dues again?

A. I paid dues twice.

Q. Including the first time? A. Yes.

Q. Who did you pay these dues to the second time? A. The same one.

Q. To Mr. Bucknell? A. Yes. [263]

Q. Do you recall whether you paid your dues to the tool crib man during working hours or during recess or when you were off, or what was the case?

A. During working hours.

Q. Was that true in both instances?

A. Yes, sir.

Q. Did you attend the January meeting of the E. M. A. at the Woodman's Hall? A. Yes.

(Testimony of Mary Elsenius.)

Q. And that was held, was it not, shortly after the first of the year; within the first five or six days?

A. The fourth of January.

Q. Was it the fourth? A. Yes.

Q. And did you see notices posted concerning the meeting that was to be held, that is, in advance of that date?

A. Yes, they have put a notice on the timeclock somewhere around there.

Q. That is how you knew about it first?

A. Yes.

Q. Now, how did you come to attend that meeting?

A. Well, Marjory Goebels told us that there was a meeting at 5:30, to begin at 5:30 and we were all expected to go and at that time she put out the lights.

Q. Told "us," meaning whom? [264]

A. The people at the burr bench.

Q. Did she tell you that?

A. She told us all about it.

Mr. Nourse: I would like to have that answer read.

(The record was read.)

Q. (By Mr. Esterman): She told you about it before 5:30 and then she turned out the lights?

A. Well, we knew about it before 5:30 because we saw the notice posted, but when at 5:30, when 5:30 came along, she said, "Come along, we are all going to the meeting."

(Testimony of Mary Elsenius.)

Q. She said to all of the girls at the burr bench, and you were there at that time? A. Yes.

Q. Was Alice Taylor there? A. Yes.

Q. Did you go to the meeting? A. Yes.

Q. Do you know whether you were paid for the time you were absent from your work?

A. No, we were not.

Q. Your shift was from 2:30 until 11:00, was it not? A. Yes.

Q. P. M.? A. Yes. [265]

### Cross Examination

Q (By Mr. Nourse): Did anyone ever ask you to join the A. F. of L.?

A. The A. F. of L. used to come out on the outside and pass [268] out pamphlets and asked us to join the A F. of L.; that is how I first got to thinking about joining it.

Q. Did you join it?

A. I signed up to join it.

Q. When was that? A. In February.

Q. In February; what time?

A. I don't recall the date.

Q. Where did you sign up?

A. They had cards attached to the leaflets that they passed out on the street.

Q. And who did you turn that in to?

A. I signed it and mailed it. [269]

Q. (By Mr. Nourse): Had you been on the burr bench all of the day of this meeting, on January 4th?

A. I think I was. I am not sure. I don't remember; I was back and forth.



(Testimony of Mary Elsenius.)

Q. And when you came back from the meeting did you go back to the burr bench?

A. I naturally went back to whatever I was doing.

Q. Well, what were you doing when you started to go to the meeting? Were you on the machine that day?

A. I was in the burring department because she turned out the lights and we had to go.

Q. She turned out the lights after all of you left for the meeting?

A. While we were still at the table and she said, "Come on girls, we are going to the meeting."

Q. And did everybody go that was at the bench?

A. Yes.

Q. How many were there then?

A. An average——

Q. How many were there when she turned off the lights?

A. Well, I don't know the exact number of people that were there because they ranged from 15 to 18 persons; they always didn't have the same number. [270]

Q. And what was your rate of pay before you were transferred?

A. You mean when I first started?

Q. No, just in January.

A. When I started there, I got 53c an hour and while I was on the machine, because I remember when I got my check we got that raise, a blanket raise of 20c an hour.

(Testimony of Mary Elsenius.)

Q. And did the girls in the burr department get that too?

A. I think they did; I think everybody got it.

Q. That was the blanket raise throughout the department? A. Yes. [272]

Q. (By Mr. Wilson): You stated, I don't know whether it was in your direct examination or cross examination, about the solicitation to join the E. M. A. on company time. Now, were you ever approached to join the E. M. A. on times other than company time? A. No.

Q. And whenever anybody came to talk to you in regard to it, it was during company time?

A. Yes.

Q. And did you ever discuss or have any applications about the A. F. of L. on company time?

A. No.

Q. And you never discussed the A. F. of L. with any representative of the union during company time? A. No. [274]

Q. When did you say you became a member of the A. F. of L.?

A. I didn't become a member of the A. F. of L. until I started working over at Pacific Aviation; but I had signed up for it

Q. When did you sign the application for membership, if [275] you remember?

A. In February, early part of February. I don't recall the date.

Q. About how many of these different meetings of the E. M. A. did you attend from the time you

(Testimony of Mary Elsenius.)

commenced employment on November 16th until you were discharged in February?

A. One. [276]

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ALICE TAYLOR

a witness called by and on behalf of the National Labor Relations Board, after being first duly sworn, was examined and testified as follows:

Trial Examiner Schneider: What is your address?

The Witness: 4417-3/4 Lockwood Avenue, Los Angeles.

Direct Examination

Q. (By Mr. Esterman): You are employed, are you not, by the Pacific Aviation Company at this time? A. Yes.

Q. What is your work there?

A. Drill press operator.

Q. And do you know when you started to work there? A. The 9th day of March.

Q. 1943? A. 1943.

Mr. Nourse: That was where?

Mr. Esterman: Pacific Aviation.

Q. (By Mr. Esterman): Prior to that, you were employed by [284] Gilfillan Bros. Inc.?

A. Yes.

Q. You started for Gilfillan Bros. Inc., at what time in November, 1942?

A. The 9th day of November over there.

(Testimony of Alice Taylor.)

Q. And you worked until February 22nd?

A. That is right.

Q. You are the Alice Taylor that is named in the complaint, are you not? A. Yes.

Q. Now, you became a member of the E.M.A., did you not, when you were employed by Gilfillan Bros. Inc? A. Yes.

Q. How soon after you went to work for the company did you join the E.M.A.?

A. I think it was the last of November.

Q. Will you relate the circumstances under which you happened to join; what happened; how you came to join?

A. Well, I was in the burring department and our forelady, Marjorie——

Q. Marjorie Goebels? A. Yes.

Q. Go ahead.

A. She came up and told us about the union and asked me if I had paid my dues yet and if I had joined, and I said, [285] “No”. She said, “You can go to the tool crib and join and pay the dues to Buck.” I don’t know what Buck’s other name is. We just called him “Buck.”

Q. Yes? A. I did.

Q. You went over there? A. Yes.

Q. Did you pay? A. Yes, 25c.

Q. 25c dues?

A. That is right.

Q. And did you understand that was for a month? A. That is right.

Q. Did you thereafter pay any more dues?

(Testimony of Alice Taylor.)

A. Once after that, yes.

Q. You paid them to whom?

A. Roy Johnson.

Q. That is the president of the E.M.A.?

A. Yes.

Q. Now, when you went to work for Gilfillan Bros. Inc., you did what work?

A. I started on the burring bench.

Q. And at what rate?           A. 53c an hour.

Q. And when you left you were earning what?  
[286]

A. 76c, I believe.

Q. Was it around 76c?           A. Yes.

Q. A penny or two each way?

A. We got the blanket—yes, it was 76c I am pretty sure.

Q. Did you receive an increase sometime in January?           A. That is right, 20c.

Q. An hour?           A. That is right, yes.

Q. Was that pursuant to any previous notice?

A. No.

Q. Did you know about the increase before you got it on your check?

A. No. [287]

Mr. Esterman: May I have this marked as Board's Exhibit 4 for identification? [290]

(Thereupon, the document referred to was marked Board's Exhibit 4, for identification.)

Mr. Esterman: It isn't the same type of card as Board's Exhibit No 3.



(Testimony of Alice Taylor.)

Mr. Nourse: When is that dated?

Mr. Wilson: January 11th.

Q. (By Mr. Esterman): I show you Board's Exhibit 4 for identification and ask you if that is your signature after the printed words, "My Signature"?

A. Yes, sir.

Q. And was it signed by you on the date that it bears, January 11? A. Yes.

Q. 1943? A. Yes.

Q. And did you turn that over to someone after you signed it?

A. No, sir, I mailed it in.

Q. You mailed it in to the I.A.M.?

A. Yes. [291]

Q. (By Mr. Esterman): Did you receive a union button after you joined the machinists?

A. Yes, sir.

Q. Did you wear it on the job? A. No, sir.

Q. What did you do with the button after you got it?

A. Carried it in my purse, I suppose.

Q. Did anyone else wear the button?

A. Yes, sir.

Q. Did you have any reason for not wearing yours? A. No, sir.

Q. Just didn't wear it?

A. Just didn't wear it.

Q. Now, were you present at the January 4th meeting that Miss Elsenius told us about a while ago? A. Yes, sir.

Q. I mean the E.M.A. A. Yes, sir. [292]

(Testimony of Alice Taylor.)

Q. Will you relate how you came to attend that meeting?

A. We were told to go to the meeting. The lights were turned out and Marge said we are all going to the meeting.

Q. This was what time of day? A. 5:30.

Q. By "Marge," you mean Marge Goebels?

A. That's right.

Q. And you then went to the meeting; is that right?

A. Certainly. The lights were turned out and the department was closed.

Q. And when did you return from the meeting?

A. 6:30, and then we went to lunch from 6:30 to 7:00.

Q. Were you paid for the hour between 5:30 and 6:30? A. No.

Q. Taken off your check? A. Yes, sir.

Q. Now, when you started in the burring department, you started to work under Marge Goebels? A. That's right.

Q. How many girls were working there?

A. About 12 I should think.

Q. Would that include burring and the work on the buffing and on the sanding machine?

A. They were all there together.

Q. That is all in one place? [293] A. Yes.

Q. What was your observation as to Mrs. Goebels in this respect; did she spend any time doing any burring herself? A. No, sir.

(Testimony of Alice Taylor.)

Q. Did she work at any of the machines?

A. No, sir.

Q. How did she spend *your* time when you were there?      A. Overseeing the work.

Q. Tell us what she did?

A. Well, she would bring work there for the girls to do and when it was finished she would take it back over to the bench.

Q. Did she bring work over to you and tell you to do it?      A. That's right.

Q. When you joined the E.M.A. was there anything said about a contract with the company; E. M.A. contract with the company?      A. No.

Q. Did you understand that there was such a thing?      A. Yes, sir.

Q. Did you ever see a copy?      A. No, sir.

Q. Did you ever see a copy of the constitution or by-laws?      A. No, sir.

Q. Was the subject of constitution or by-laws discussed [294] by Buck when you paid your 25c?

A. No, sir.

Q. What did he tell you when you paid your first dues for the E.M.A., or about the E.M.A.?

A. He said it was an employees mutual union; just a union of the employees. [295]

Q. Did you ask him any questions about it?

A. No, because it was during work time and I didn't want to be away from the department any longer than necessary.

Q. Was anyone else there joining when you joined?      A. I don't think so.

Q. You stated that you paid your second month's

(Testimony of Alice Taylor.)

dues, I think that would be around the latter part of December?

A. In a month's time.

Q. A month later to Mr. Roy Johnson?

A. Yes.

Q. Do you remember under what circumstances you paid that 25c?

A. I went over to the tool crib to pay it to Buck and he wasn't there and I came back and I said to Marge, "Buck isn't there; that other man is in the tool crib." Marge said, "Roy Johnson can take it." So I went over and Roy was standing there by one of the milling machines for one of the big machines and I paid it to him and he signed my little card.

Q. You said to him, "Here is my E.M.A. dues," and he signed your card?

A. Yes, I took my card along with me and he signed it.

Q. What was he doing?

A. Standing there by the side of the machine.  
[296]

Q. What was he doing? Working?

A. I think at that time he wasn't working; he was just standing there when I walked up to him and paid him my 25-cents.

Q. Did you leave your work to do that?

A. I did. [297]

#### Cross Examination

Q. (By Mr. Nourse): When you sent in this card, are you sure you mailed this card; this A. F. of L. card?

A. I certainly did. [299]

(Testimony of Alice Taylor.)

Q. Did you talk to any A. F. of L. person before you signed it?      A. No, sir.

Q. And then you made application to join the A. F. of L., you never saw their constitution or by-laws, did you?      A. I beg your pardon.

Q. You didn't see the A. F. of L. constitution or by-laws, [300] did you?

A. I belonged to the A. F. of L. at that time in another local. This was just a transfer.

Q. This was just a transfer?      A. Yes, sir.

Q. Did you read the constitution and by-laws?

A. Of the A. F. of L.?

Q. Yes.

A. I had before that in my other local, yes.

Q. You had some meeting of the union?

A. Well, no, but I had books on it. I don't think I ever went to the A. F. of L. meetings before that time, but the work I did previous to this I had to belong to the A. F. of L. to work.

Q. Did you maintain dues paying membership there?      A. I beg your pardon.

Q. Did you maintain dues paying membership there?

A. Because I was out of work then there wasn't any use in paying.

Q. You didn't know what the by-laws were of this new local, did you, when you joined it?

A. No. [301]

Q. (By Mr. Nourse): When you were told that the E.M.A. had a contract with Gilfillan Bros. Inc., did you ask what its terms were?



(Testimony of Alice Taylor.)

A. I don't think I ever discussed it with anybody.

Q. You said that you were told that they had one. You stated that on direct.

Mr. Esterman: She said she understood they had one.

Q. (By Mr. Nourse): How did you understand that they had one; from what source did you get that understanding?

A. I don't understand the question. [302]

Q. On direct examination, you were asked if you knew at the time you joined that the E.M.A. had a contract with Gilfillan Bros. Inc. You said you did, that you understood so. From what source did you get that information?

A. I still don't understand.

Q. Did you know when you joined the E.M.A. that it had a contract with Gilfillan Bros. Inc.?

A. I thought it was just a company union.

Q. Well, I know. Did you know that any contract between the union and Gilfillan Bros. Inc., existed?

A. No, sir.

Q. Did you ask whether one did?

A. No, sir. [303]

Q. And you considered yourself a member of the A. F. of L. at all times during the time you were employed at Gilfillan Bros. Inc.; is that correct?

A. Yes, surely.

Q. Did you notify the E.M.A. that you were a member of the A. F. of L.?

A. No.

Q. Did you notify the E.M.A. that you were

(Testimony of Alice Taylor.)

going to transfer from one local to another local of the A. F. of L.?

A. No, I didn't think I had anything to do with their company union. I thought this was compulsory.

Q. Did anybody tell you that it was compulsory?

A. No, but then we were given that understanding because we were told to go over and pay our dues.

Q. And that was Mrs. Goebels who told you to go and pay your dues? A. That's right.

Q. And didn't she tell you that you would probably be fired if you didn't join it?

A. No. [306]

Q. Did she ever tell you that Gilfillan Bros. Inc., ran the union and it was compulsory to join?

A. No, but we were just given to understand that we were working for the company and that we had to belong to this association.

Q. And you came to understanding that through Mrs. Goebel's telling you to go over and pay your dues? A. Yes. [307]

Q. Were you ever talked to by the E.M.A. officials in regard to E. M. A. business on company time?

A. No, only to go over and pay my dues, that was all.

Q. Did you ever hear any discussion or were you ever consulted about E.M.A. business off of company time? A. No.

Q. Always on company time? A. Yes.

(Testimony of Alice Taylor.)

Q. And it was on company property?

A. The only time I talked about it was when I was asked to join it and I went over to pay my dues.

Mr. Wilson: That is all.

Q. (By Mr. Nourse): You only paid dues twice?      A. That's right.

Q. And did you think the plan, then, of having to belong to the union and pay dues to it had been abandoned when you quit paying dues?

A. No.

Q. Why did you quit paying dues?

A. I just didn't think, I just didn't believe in company [308] unions.

Q. And so you thought you didn't have to do it and you didn't pay it?

A. Well, I understood then that I didn't have to belong to it to work there; see what I mean?

Q. And you knew that there was a question up as to which union should represent the employees? Whether it be the E.M.A. or the I.A.M.

A. No, it wasn't that. I was given to understand at first that we had to belong to the E.M.A. to work and after I found out I didn't have to belong to it, then I didn't pay any more dues.

Q. Let me see if this is right: Because Mrs. Goebels said that you should go over to Buck and pay your dues and join the union, and asked you first if you belonged and you said "no", and she told you to go to Buck and pay your dues, you understood that you had to belong; is that correct?

(Testimony of Alice Taylor.)

A. Yes, I did, because the way she approached me I understood that we had to belong to the company union.

Q. And that was in November, and in December you paid dues and then you discovered that your understanding of what she had said was wrong, and you ceased paying dues?

A. Well, I just understood that we didn't have to belong to the union to work.

Q. That is what I said. [309]

A. Yes.

Q. You could work there whether or not you belonged? A. Yes.

Q. And then you joined the A. F. of L. knowing you had joined, didn't you?

A. I just transferred over.

Q. Anyway, knowing that was all right?

A. (No response).

Q. You didn't make any bones about transferring over, did you? You didn't try to keep it a secret?

A. No, and I didn't discuss it with anybody.

Q. You thought you had a perfect right to do it?

A. Yes. [310]

#### Redirect Examination

Q. (By Mr. Esterman): The statement was that you went to this E.M.A. meeting January 4 and you didn't stay long; is that right.

A. Yes.

Q. Were you there long enough to see who presided at the meeting? A. Mr. Johnson.

(Testimony of Alice Taylor.)

Q. Roy Johnson? [313]            A. Yes. [314]

Q. (By Trial Examiner Schneider): You say in January you found out you didn't have to join the E.M.A. in order to work?

A. No, I just understood that we didn't have to belong to the union in order to work there. I was given that understanding to begin with, that I had to belong to the company union to work.

Q. What caused you to change your mind?

A. I don't know, probably I overheard somebody say that we didn't have to belong to the company union to work. [317]

Trial Examiner Schneider: Which occurred first, this discussion with Johnson participating or the election of the grievance committee; do you recall that?

The Witness: It was all the same time. I don't [318] remember which came first. It was all the same meeting because I only went to one. [319]

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ELLA RICHARDSON

A witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows: [321]

Direct Examination

Q. (By Mr. Esterman): You are employed where?            A. Pacific Aviation.

Trial Examiner Schneider: Speak up, please?

The Witness: Pacific Aviation.



(Testimony of Ella Richardson.)

Q. (By Mr. Esterman): Los Angeles?

A. Los Angeles.

Q. How long have you been there?

A. Since the ninth of March, 1943.

Q. Prior to that, you were employed by Gilfillan Bros., Inc.?

A. Till the 22nd of February, 1943.

Q. And you went to work for Gilfillan Bros., Inc., when?

A. I believe, 18th of November.

Q. 1942? A. 1942.

Q. What was your wage rate when you started?

A. Fifty-three cents an hour.

Q. What was it when you left?

A. Seventy-eight cents per hour.

Q. Are you one of the employees who received a twenty cent hourly raise sometime in January?

A. Yes, sir. [322]

Q. Do you know when in January you got that?

A. 16th of January, I believe.

Q. About the middle of the month?

A. Yes, sir.

Q. Did you receive any increases after that one of January 16th? A. Yes, one.

Q. How much and when?

A. The least—well, the last week of my employment I received a five cent raise. It went into effect the last week; the last check covered that, covered the new raise.

Q. You were raised from fifty-three cents to seventy-three cents and then to seventy-eight cents?

(Testimony of Ella Richardson.)

A. Yes.

Q. What work did you do when you started with the company?

A. I worked in the burring bench.

Q. Under whose supervision?

A. Marge Goebels.

Q. When you were employed were you brought to her directly?

A. Yes, from outside the plant I was taken and introduced to Mrs. Goebels.

Q. By one of the company guards?

A. Yes. [323]

Q. Now, I take it that during the time that you were connected with the burring department to the extent that you had to report there every day, when you were required to work in other departments, foremen would come and ask for you; is that right?

A. That's right.

Q. Who were some of the men that would come and ask for you?

A. Mr. Johnson.

Q. Is that Roy Johnson?

A. Yes.

Q. Can you name another?

A. Roy Lundberg.

Q. Roy Lundberg?

A. Yes.

Trial Examiner Schneider: Is this in the burring [328] department or the milling department?

The Witness: They are from the milling, but they would come to the burring department and would request I come up to the machines.

Trial Examiner Schneider: They would come up to the burring department?

(Testimony of Ella Richardson.)

The Witness: Before I was transferred up there all the time.

Mr. Esterman: Yes, my question was directed to the time when she was still reporting regularly to the burring department. At least, that is what I meant to say.

Trial Examiner Schneider: Very well.

Q. (By Mr. Esterman): Can you name any others, or were there any others?

A. James Clark.

Trial Examiner Schneider: What was that name?

The Witness: James Clark.

Trial Examiner Schneider: James Clark.

Q. (By Mr. Esterman): Have you named them all?

A. Mr. George Nelson, Don Rumsey. [329]

Q. (By Mr. Esterman): You were laid off by Mr. Al Walters, weren't you? A. Yes, sir.

Mr. Esterman: May I have this card identified as Board's [334] Exhibit No. —

Mr. Thompson: That will be 5.

Mr. Esterman: 5. Thank you.

(Thereupon the document referred to was marked Board's Exhibit No. 5, for identification.)

Mr. Nourse: With the same reservation made before, I have no objection.

Mr. Wilson: Are you offering it, Mr. Esterman?

Trial Examiner Schneider: It hasn't been identified by the witness as yet.

(Testimony of Ella Richardson.)

Mr. Wilson: I will hand it to her for you.

Mr. Nourse: What is the date on it, please?

Mr. Wilson: 2-6-43.

Q. (By Mr. Esterman): Was that your application, Miss Richardson, in the I. A. M. (handing card to witness)? A. Yes, it is.

Q. And does it bear your signature?

A. It does.

Q. And did you sign it on the date it bears?

A. Yes.

Q. February—— A. 6th.

Q. ——6th, 1943? A. Yes.

Q. Now, did you receive a union button? [335]

A. I did.

Q. From the I. A. M.? A. Yes.

Mr. Nourse: Are you offering this card?

Mr. Esterman: Yes, I am offering it.

Mr. Nourse: It is offered for the purpose of proving on that date she made application to join the I. A. M.?

Mr. Esterman: We will offer it with the same limitation that we offered these others, and that it is not offered to show her employment classification.

Mr. Nourse: Yes.

Trial Examiner Schneider: Any objection to the admission of the exhibit?

Mr. Nourse: No.

Mr. Wilson: No objection.

Trial Examiner Schneider: It may be received in evidence.

(Thereupon the document heretofore marked,

(Testimony of Ella Richardson.)

for identification, Board's Exhibit No. 5, was received in evidence.)

Q. (By Mr. Esterman): Did you wear your button in the shop? A. I did.

Q. When did you first wear it, if you recall?

A. The first day I got it. February, the 15th—I mean—yes, February the 15th.

Trial Examiner Schneider: I didn't get that date.

The Witness: February 15, 1943. [336]

Q. (By Mr. Esterman): Did anyone in authority in the plant speak to you about your button?

A. No.

Q. About two or three days after you started wearing it, did you have a conversation with Roy Johnson? A. I did. [337]

Q. (By Mr. Esterman): When you worked on the milling machines, did you have a chance to observe how Mr. Roy Johnson spent his time?

A. I did.

Q. Will you tell us how he spent his time, from your observation?

A. He set up the milling machines, supervised the work.

Q. Now, when you say "supervised the work," what do you mean? I want you to tell us what you saw him do. [339]

A. He would go from machine to machine and check the work that each operator was doing.

Q. Did he check your work that way?

A. Yes, sir.



(Testimony of Ella Richardson.)

Q. In what respect did he check it?

A. He would check to see that the machine was cutting properly, that it was being properly lubricated and that the setup was still in good condition.

Q. Is that the way he spent most of his time?

A. It is.

Q. Did you ever see him operate any milling machines?

A. On rare occasions, when they had a special job.

Q. And by "rare," you mean once in a week or a month——

A. A month.

Q. —or a day, or what?

A. A month, say once a month or even less frequently than that. That is up until the time he transferred to the turret lathes. [340]

Q. (By Mr. Esterman): During the first week of January, 1943, did you have a conversation with Mr. Johnson in the milling department on the subject of the E. M. A.?

A. I did.

Trial Examiner Schneider: What is that date?

Mr. Esterman: I said during the first week of January.

Trial Examiner Schneider: During the first week of January.

Q. (By Mr. Esterman): Where were you and where was he at that time?

A. I was operating a machine.

Q. And what was he doing?

A. He had come over to supervise the job or assist me.

Q. Tell us what was said, please.

A. Well, we had been discussing—it was after

(Testimony of Ella Richardson.)

the A. F. of L. activities had started, and we were discussing the E. M. A. and the A. F. of L., and he told me, and this is almost his own words, "I am going to have to resign as president of the E. M. A. or go back to operating a machine because I shouldn't be holding an office in a company union and holding a position as foreman." [342]

Q. (By Mr. Esterman): Did you attend any meetings of the E. M. A.?      A. Yes, I did.

Q. How many?      A. Three.

Q. And in what months, please?

A. December, January and February.

Q. That is, December, 1942?      A. Yes.

Q. And the next two months following?

A. That's right.

Q. Was it your observation that these meetings were called to start at 5:30; is that right? [343]

A. That's right.

Q. And your shift was from when to when?

A. 2:30 in the afternoon until 11:00 at night.

Q. Did you make arrangements to go to these meetings, or were you sent, or what?

A. Well, the notices were posted for employees to attend the meetings and whoever you were working under at the time, he generally told you to go or asked if you were going. [344]

Q. (By Mr. Esterman): Now, you have told us about the February meeting. Do you recall how you came to go to this January meeting just before that?

A. Well, when notices were posted and we were going to have a discussion about the contract that

(Testimony of Ella Richardson.)

none of us have ever seen, we decided that we would go, and there was a good attendance, I believe, at that.

Q. Well, just tell me how you happened to go.

A. Well, we left our machines and went to the Woodmen's Hall across the street at 5:30.

Q. At what time of day, if you remember?

A. 5:30.

Q. Was the power turned off?

A. I don't know if the power was turned off. We shut our individual machines off when we went to the meeting.

Q. And that was a half hour before—that was at 5:30?

A. Yes, sir.

Q. And when did you get back?

A. How?

Q. When did you get back?

A. Well, our lunch period was at 6:30, so we generally came back about 7:00.

Q. That is you stayed out and also had your lunch; is that right? [346]

A. Yes, at 6:30. The meetings generally lasted until 6:30 or after that, and then we had our lunch and came back.

Q. On any of these three occasions were you paid for the time, for any of the time between 5:30 and 6:30, or were you docked?

A. I was docked for that time.

Q. Did it happen on all three occasions?

A. It did.

Q. Now, were the circumstances of your attendance at the December meeting any different than

(Testimony of Ella Richardson.)

what you have just told us about the January meeting? I mean, did the same thing happen?

A. Yes, sir.

Q. You turned off the machines and went over there for an hour, and then had your dinner and came back to work at 7:00 o'clock——

A. Yes, sir.

Q. ——or, your lunch, I should say?

A. Yes, sir. [347]

#### Cross Examination

Q. Now, you went to the January meeting, and you said you saw a notice posted that the E. M. A. would have a meeting and the question of the contract between the company and the E. M. A. would come up, or wages, or something to that effect?

A. Yes.

Q. And you said you had a pretty good attendance at that meeting?

A. Well, there was one meeting they had a very poor attendance. The January meeting they had a poor attendance, and the next time there were fewer of us there. [348]

Q. Well, did you have a greater attendance in December than you had in January and February?

A. Yes, there was a good attendance in December.

Q. And you went there on a notice being posted that there would be a union meeting; is that it?

A. Yes. There was always one posted.

Q. And that meeting was for all shifts, that is,

(Testimony of Ella Richardson.)

the day shift that was going off, the night shift coming on, and the swing shift?      A. Yes, sir.

Q. How many do you think were at the December meeting? How many employees altogether?

A. I don't know.

Q. Well, do you think it was 50 or 60?

A. I didn't count them.

Q. How?      A. I didn't count them. [349]

Q. Give me your best estimate.

A. Well, the hall was full and the seats were full. I think there was a record taken of that, because they had a drawing for a bond, and if they have that on record, they probably still would know.

Q. I would like to have your estimate as to the December meeting, which you say was the biggest meeting?      A. I don't recall.

Q. Well, would you estimate it as much as 100?

A. I wouldn't want to give an estimate.

Q. Well, could you estimate the January meeting?

A. Let me see. No, I would rather not, except that we went to the meeting and not to count them is all I know.

A. All right. Would you say there were half as many at the January meeting as there were in December?

A. I guess. I don't know, just how many there were.

Q. Well, you said there were less at the January meeting than in December.

A. That is correct.



(Testimony of Ella Richardson.)

Q. Well, percentagewise, how much less, if you can tell, a half, a quarter?

A. A quarter. I would say there were only about a quarter as many there.

Q. A quarter as many there. Now, in February how many. What percentage of the January meeting were at the February [350] meeting?

A. Really, I couldn't tell you, and you could probably get that better from the records of the E.M.A.

Q. You would say it was considerably less.

A. I wouldn't say.

Q. Just "less", that is all you would say?

A. I don't know how many were there at any time.

Q. Well, you have said that there were less there.

A. The first meeting was the best attended, and the other meetings I couldn't give you an estimate on how many were there.

Q. Do you know how many were on all the shifts?

A. No, sir.

Q. Well, there were three or four hundred weren't there?

A. I don't know.

Q. Now, this heated conversation that you had with Mr. Johnson, he argued for the E.M.A. and you argued for the A. F. of L.; is that it?

A. No, that is not true.

Q. How?

A. No.

Q. What got heated about it?

(Testimony of Ella Richardson.)

A. Well, I asked him if he objected to the union button and if that was going to cause any trouble.

Q. And then he said "No"?

A. He didn't make any statement on that at all. [351]

Q. Oh, I thought——

A. (Continuing): He told me that the E.M.A. was going to do great things for the employees, and that he didn't like the A. F. of L. and I don't remember the exact words.

Q. What was heated about it? It didn't get heated——

A. Just like one person talking to another and you get very enthusiastic about the subject.

Q. Did you get enthusiastic? A. I didn't.

Q. You kept quiet? A. No, I talked back.

Q. When you talked back did you talk the same way as he did? A. I was asking his opinion.

Q. You asked his opinion as to the A. F. of L.?

A. As to the E.M.A.

Q. You didn't ask him about the A. F. of L.?

A. The only thing I asked about the A. F. of L. was if he objected to my wearing the union button, because he hadn't spoken to me since I started wearing it.

Q. And on direct examination you testified that he said that had nothing to do with his not speaking to you?

A. He did, he said it didn't have anything to do with his not speaking to me.

(Testimony of Ella Richardson.)

Q. That is all that was said about the union, was it?

A. And then the other discussion. [352]

Q. And then he tried to make a Christian out of you and to join the E.M.A.?

A. I wouldn't say Christian.

Q. Oh, pardon me. I am being a little facetious. He tried to make a convert out of you?

A. That is correct.

Q. And you thought he was talking then as the president of the E.M.A., didn't you?

A. I didn't know who he was talking as. All I know is the conversation.

Q. You knew he was president?

A. Certainly.

Q. And you thought he was talking for his organization?

A. That's correct.

Mr. Nourse: That is all.

#### Cross Examination

Q. (By Mr. Wilson): During these meetings where you said there was less in attendance in January and February, than there was in December, what did the employees do that did not go to the meeting? Did they remain in the plant, or outside the plant, or where?

A. They remained in the plant, so they wouldn't lose their time.

Q. And they continued to work during that time?

A. Yes. [353]

(Testimony of Ella Richardson.)

Redirect Examination

Q. Did you join the E.M.A. when you were with the company?           A. Yes, I did.

Q. When?

A. I think about the first week of my employment.

Q. Will you relate, briefly, the circumstances under which you joined, and how you came to join, whether you were asked, or what?

A. Mrs. Goebels asked me if I had joined the E.M.A., and I told her "No." She said I should see about it, and to go [357] up to the tool crib and see Buck, that he would take my application and give me my card.

Q. And did you do that?           A. I did.

Q. Did you pay dues?           A. Yes, sir.

Q. How many months did you pay dues?

A. Two months, I believe.

Q. That would be——

A. December and January.

Q. December, 1942 and January, 1943?

A. Yes.

Mr. Esterman: That is all.

Recross Examination

Q. (By Mr. Nourse): Didn't she tell you what the E.M.A. was?

A. She told me it was a company union.

Q. A union of company employees?

A. She didn't discuss it. She just told me it was a company union.

(Testimony of Ella Richardson.)

Q. Did you know what it was?

A. No, I didn't. That was the first I had heard of it.

Q. That was the first you had heard of it?

A. Yes.

Mr. Nourse: That is all.

Mr. Easterman: Nothing further from me. [358]

Q. (By Trial Examiner Schneider): Miss Richardson, I believe you testified that when you came to work for the company you were introduced to Marjorie Goebels by a guard.

A. I believe—I don't recall who it was that took me back there. It was someone they——

Q. What was said at the time you were introduced to Marjorie Goebels? Do you recall?

A. No, just that I was a new girl and for her to put me to work. That's all I recall.

Q. You got two raises while you were with the company; is that correct? A. Yes, sir.

Q. One of 20c and one of 5c?

A. That's right.

Q. Did you request either of those raises?

A. No.

Q. Did you ever ask for a raise?

A. Yes, I have.

Q. When?

A. I don't remember the exact date, but I had asked about the raise in December, I know in the latter part of December.

Q. And whom did you ask?



(Testimony of Ella Richardson.)

A. Well, I discussed it with Mr. Cramer, and I talked about it to Marjorie and to Mr. Johnson, I believe to Mr. Johnson, or I talked to Mr. Lundberg, Roy Lundberg, who was the foreman [359] of the milling department, about that.

Q. You also talked to Johnson and Marjorie Goebels?

A. Yes, I did. I don't remember the exact circumstances, but they told us that as long as this contract was in effect we couldn't get any individual raises through.

Q. Does that apply to Johnson and Goebels also? Did they tell you that?

A. Yes. Johnson told me that the contract—told us that we couldn't get any individual raises through with that, that was the understanding, that they had had trouble with it, I don't remember what about, but the impression given me was that we wouldn't get any raises until the new contract was formed in April.

Q. Why did you ask Johnson or Goebels?

A. Because they both were, at the time I spoke about it, were the people whom I took orders from, but this January raise I didn't ask for. That was general. [360]

## LEO MORTON PFLEGER

a witness called by and on behalf of the National Labor Relations Board, after being first duly sworn, was examined and testified as follows:

Trial Examiner Schneider: What is your address?

The Witness: 3475 La Sombra Drive, Los Angeles.

## Direct Examination [369]

Mr. Nourse: I am willing to stipulate that on May 6, 1942 Gilfillan Bros., Inc. drew to the Employees Mutual Association its check No. 13119 on the Citizens National Bank, Head Office, Los Angeles, California, payable to the [377] Employees Mutual Association in the sum of \$209.22; said check being in the amount of the accounts payable record of Gilfillan Bros., Inc. to the Employees Mutual Association upon which were entered the following items collected by Gilfillan Bros., Inc. from the following named persons:

7- 9-41—Ne-Hi Beverage .....	\$ 14.04
7-17-41—F. Straw Candy Machine .....	2.40
8- 5-41—Ne-Hi Beverage .....	27.65
8-21-41—F. Straw Candy Machine .....	2.55
9- 6-41—Ne-Hi Beverage .....	26.04
9- 9-41—F. Straw Candy Machine .....	2.35
10- 8-41—Ne-Hi Beverage .....	21.63
10-10-41—F. Straw Candy Machine .....	3.00
11- 1-41—Ne-Hi Beverage .....	26.64
11-21-41—F. Straw Candy Machine .....	3.00
12- 4-41—Ne-Hi Beverage .....	14.79
12-23-41—F. Straw Candy Machine .....	3.25
1- 9-42—Ne-Hi Beverage .....	12.99
1-12-42—Coca-Cola .....	7.36

(Testimony of Leo Morton Pflieger.)

1-14-42—F. Straw Candy Machine .....	3.25
2- 5-42—Ne-Hi Beverage .....	5.62
2-17-42—Straw Candy Machine .....	3.50
2-23-42—Coca-Cola .....	6.10
3-21-42—Straw Candy .....	3.50
3-27-42—Coca-Cola .....	7.39

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4-17-42—Straw Candy Machine .....	3.60
4-21-42—Coca-Cola .....	8.57

That together with said check there was delivered to the Employees Mutual Association a copy of the said account payable and the statements of commissions rendered by the vendors above named.

I will further stipulate that under date of 12-31-42 *Gilfillan Bros., Inc.* drew Check No. 7157 on the Citizens National Bank of Los Angeles, California payable to the Employees Mutual Association the sum of \$123.88 in payment of its account receivable to Employees Mutual Association covering the following items collected by *Gilfillan Bros.* from vendors in the amounts as follows:

5-11-42—Coca-Cola .....	\$ 8.80
5-19-42—Straw Candy .....	3.75
6-16-42—Straw Candy .....	4.00
6-19-42—Calorwa Candy .....	7.03
7- 6-42—Coca-Cola .....	22.00
7-23-42—Straw Candy .....	4.00
8- 5-42—Coca-Cola .....	15.60
8-17-42—Straw Candy .....	4.00
9-26-42—Candy .....	4.50
10- 9-42—Coca-Cola .....	9.60
10-26-42—Candy Machine .....	4.50
11-10-42—Coca-Cola .....	15.70

[379]

(Testimony of Leo Morton Pfleger.)

11-18-42—Candy Machine .....	5.00
12-17-42—Candy .....	5.00
12-30-42—Coca-Cola .....	10.40

That together with said check there was delivered to the Employees Mutual Association a copy of the said account payable and the statements of commissions rendered by the vendors above named.

I further stipulate on the last statement of the account payable each of the items on the accounts payable book of Gilfillan Bros., Inc, was preceded by the abbreviation "Comm." and that the "Comm." is an abbreviation for the word "Commission."

I will stipulate that there is an open account payable on the Gilfillan Bros., Inc. books showing Gilfillan Bros., Inc., debtor to the E.M.A. for and on account of the following items collected as commissions from the following vendors and credited to the account of the E.M.A. under date of 1-25-43:

1-25-43—Commission Candy Machine .....	\$ 5.00
3- 5-43—Commission Candy Machine .....	10.00
4-20-43—Commission Candy Machine .....	5.00
6- 2-43—Commission Candy Machine .....	10.00

And that there are no other entries on said account.

I further stipulate that the commissions mentioned hereinbefore in the stipulation were commissions paid on [380] account of the proceeds from the sales received by the vendors from vending machines maintained by the vendors in the plant of Gilfillan Bros., Inc.

(Testimony of Leo Morton Pfleger.)

It is not my intention to stipulate that these funds were paid to Gilfillan Bros., Inc. by virtue of any contract between it and the vendors, but it is my intention that the respondent shall be free to prove that they were paid to Gilfillan Bros., Inc. by virtue of contracts between the vendors and the E.M.A. with Gilfillan Bros., Inc. merely acting as a channel to pass the funds from the vendors to the E.M.A.

Trial Examiner Schneider: Mr. Wilson, do you enter into that stipulation?

Mr. Wilson: I enter into the stipulation subject to the right and reservation to prove the source of the contractual relation between the vendors and the E.M.A., and the methods in which the payments were made to Gilfillan Bros., Inc. to the E.M.A.

Mr. Nourse: You mean received, don't you?

Mr. Wilson: Received and made by Gilfillan Bros. to the E.M.A.

Mr. Esterman: I accept the stipulation with the reservations made by Mr. Nourse and by Mr. Wilson.

Trial Examiner Schneider: Mrs. Volz?

Mrs. Volz: I so stipulate.

Trial Examiner Schneider: Very well. [381]

We will take a short recess.

(A short recess.)

Q. (By Mr. Esterman): You were elected treasurer of the E.M.A. in June, of 1942?

A. Some time——

Q. Some time about then?

A. Let me see. 1942——



(Testimony of Leo Morton Pfleger.)

Mr. Wilson: What was that date?

Mr. Esterman: June, 1942.

The Witness: No, that was the second election. I was elected treasurer, the first time was some time in 1941.

Trial Examiner Schneider: I can't hear the witness.

The Witness: Some time in 1941 I was elected treasurer.

Trial Examiner Schneider: Some time in 1941?

The Witness: Some time in 1941. I don't remember the exact date.

Q. (By Mr. Esterman): And you were re-elected in 1942? A. In 1942. [382]

Q. Now, I am going through this and asking you if it isn't a fact from looking at this book that on May 23, 1942, Mr. Roy Johnson paid you \$6.50, representing collections of E.M.A. dues?

A. Correct.

Mr. Wilson: Could I have that date again?

(The date was read.)

Q. (By Mr. Esterman): And I will ask you if it isn't a fact that on June 15, 1942, after looking at this receipt book, that Mr. Johnson paid \$4.50 for E.M.A. dues? A. That's correct.

Mr. Wilson: I will stipulate that Mr. Johnson has collected dues at different times for Gilfillan Bros., Inc. Employees Mutual Association, and turned them over to Mr. Pfleger as the treasurer of the E.M.A.

Mr. Nourse: I will not join in the stipulation.

(Testimony of Leo Morton Pfleger.)

Mr. Esterman: This concerns the company in the circumstances of the handling. We can't arrive at a stipulation.

Q. (By Mr. Esterman): It is also a fact that a similar payment was made by Mr. Johnson to you for the same purpose on July 9, 1942? [388]

A. That is correct.

Q. And that on July 10, 1942, Mr. R. Lundberg brought you \$4.00 E.M.A. dues?

A. That's correct.

Q. And that on July 11, 1942, Mr. Johnson brought you \$4.50 E.M.A. dues?

A. That's correct.

Q. And that on July 11, 1942, Mr. R. Brussow brought you \$4.50 in E.M.A. dues?

A. That's right.

Q. And that on August 20, 1942, Mr. Roy Johnson again brought you \$4.50 for E.M.A. dues?

A. That is correct.

Q. On August 29, 1942, Mr. R. Brussow brought you \$3.00 in E.M.A. dues?

A. That's right.

Q. And that on September 10, 1942, L. Schwertfeger brought you \$7.25 in E.M.A. dues?

A. That's correct.

Q. That is Loreta Schwertfeger, is it not?

A. I don't recall her first name.

Q. It is a girl? A. It is a girl. [389]

Q. (By Mr. Esterman): I show you a book-keeping tape, which I will ask to have identified as

(Testimony of Leo Morton Pflieger.)

Board's exhibit next in order, and ask you if you have seen this before? Will you look at it, please?

(Thereupon, the document referred to was marked Board's Exhibit 7, for identification.)

A. That is right.

Q. You have seen it? A. Yes, sir.

Q. Now, this purports to show dues collections, does it not, of the E.M.A. by the month, beginning in September, 1941? A. That is right. [393]

Mr. Esterman: Just a minute, Mr. Nourse. If you will look at this item under September 12, 1941, right here, it looks like \$240.21, but which he tells me is \$40.21, that (indicating) is a check mark, and that is the biggest item. These items beginning here (indicating) and going down obviously do not total \$500.00, as you can see. They don't total more than \$120.00 or so, which added to this \$370.25 presumably gives the total for the period.

I am asking him if he knows whether that is correct, whether the \$532.46 is the total of the dues collection between September 12, 1941 and March, 1943. [395]

The Witness: This evidently is the total up to—including everything up to this date.

Mr. Esterman: That is up to March, 1943?

The Witness: The last calendar date on there, that's right.

Mr. Esterman: Thank you very much. I would like to offer this in evidence for the purpose of showing the total dues collected during the period

(Testimony of Leo Morton Pfleger.)

mentioned in the exhibit, and I would like permission to substitute a copy therefor, in order that the exhibit may be in more comprehensible form.

The Witness: Pardon me. May I total that up, to make sure for myself?

Mr. Esterman: Yes. (Handing document to witness.)

The Witness: That is correct.

Mr. Esterman: I offer that in evidence.

Trial Examiner Schneider: Any objection, Mr. Wilson?

Mr. Wilson: I object to this as the absolute proof of all dues collected, unless this witness knows that that was all the dues, and the circumstances under which this tape was made will explain it.

Mr. Esterman: I am trying to save time, counsel.

Q. (By Mr. Esterman): This type was drawn by you, was it not, at the request of Mr. Ogren of this office, Field Examiner? [396]

A. I believe that was totaled by Mr. Ogren. I am not sure.

Q. Did you check the total at that time?

A. That I don't remember.

Q. Well, you checked it just now?

Mr. Nourse: Where did Mr. Ogren get the figures that he put on the tape?

The Witness: He took that from the data I took up to him at the time I was in his office.

Q. (By Mr. Esterman): And he totaled it and showed you this tape? A. That's right.

Q. And you checked it over? A. Yes.

(Testimony of Leo Morton Pfleger.)

Q. And did you check it with any data you had of yours? A. I believe so.

Q. Now, do you recall? A. No, I do not.

Q. Well, do you recall whether Board's Exhibit No. 7 does reflect the true fact with respect to the collection of dues during those months?

Mr. Wilson: Just a moment.

Mr. Esterman: Counsel, if there is going to be any dispute about it, we are going to get those in here and go over them. [397]

Mr. Nourse: I don't know anything about it.

Mr. Esterman: I am talking to Mr. Wilson.

Mr. Wilson: Mr. Esterman, I will stipulate that this is a list of dues that have been collected, made by Mr. Ogren, but whether it represents all the dues, this witness has testified he doesn't know. And he doesn't know whether he has checked this back and this witness cannot testify as to whether this is a correct tabulation of all the dues.

Mr. Esterman: Well, he hasn't brought these dues collection books, and, as I said before, I am trying to save time. He stated it as his recollection that he thought he checked the tape with his data at the time Mr. Ogren drew it or had it drawn.

Q. (By Mr. Esterman): Isn't that what you said? A. That's right.

Q. Will you try to recall whether that is a fact, that you did check those figures with your own receipt book?

A. Well, I probably did, because those are my



(Testimony of Leo Morton Pfleger.)

own figures in pencil writing. That is my own writing.

Q. You are referring to Board's Exhibit 7?

A. Yes.

Q. And you signed the bottom of that tape, didn't you? That is your signature?

A. Yes, sir.

Q. And you wouldn't have signed if you hadn't checked it? [398]

A. That is correct.

Q. Therefore, you must have checked it?

A. I must have checked it.

Mr. Esterman: Is that satisfactory?

Mr. Wilson: I wouldn't know. Your statement was Mr. Ogren had the tape.

Mr. Esterman: Maybe I was a little too eager to save time, and perhaps over eager. Thank you for the suggestion.

I offer Board's exhibit 7 in evidence.

Trial Examiner Schneider: You are, therefore, withdrawing your objection?

Mr. Wilson: I have no objection.

Trial Examiner: Mr. Nourse?

Mr. Nourse: For whatever it proves, I have no objection. I will not stipulate that it proves anything.

Trial Examiner Schneider: Mrs. Volz?

Mrs. Volz: None.

Trial Examiner Schneider: May I see the exhibit?

(The document referred to was handed to the Trial Examiner.)

(Testimony of Leo Morton Pfleger.)

Trial Examiner Schneider: What is the materiality of this, Mr. Esterman, referring to Board's Exhibit 7?

Mr. Esterman: I will say that the extent or absence of activity on the part of the E.M.A. at various dates with which we are here concerned is, in my opinion material to the [399] issues in this case. I intend to amplify that, of course, in my argument. And I say that this document reflects that activity or lack of it.

Trial Examiner Schneider: That is to say, that the rise and fall in dues collections, as reflected by Board's Exhibit 7, is of significance with relationship to critical periods of union activity?

Mr. Esterman: Yes, you can say that.

Trial Examiner Schneider: Very well. It may be admitted.

(Thereupon, the document heretofore marked Board's Exhibit 7, for identification, was received in evidence.)

BOARD'S EXHIBIT No. 7

May 1942	✓ *1 50	<		< T T
	✓ 6 50		July 1942	✓ 11 00
	✓ 6 50			✓ 5 50
	✓ 6 00		7/10/42 Lund.	✓ 1 50
	✓ 7 50			✓ 4 00
	✓ 2 25			✓ 2 75
June 1942	✓ 2 75			✓ 4 50
	✓ 8 50		7/11 R Brus-	✓ 10 00
	✓ 4 50		sow	✓ 4 50
* Red figures.				✓ 650

(Testimony of Leo Morton Pfleger.)

Aug 42	✓ 7 25	Sept 12 41	✓ 40 21
	✓ 8 00	Jun July	
	✓ 4 50	Aug & Sept	
8/29/42 Brusso	✓ 3 00	Oct 41	✓ 4 25
	✓ 3 00		✓ 16 50
L. Schwartz-	✓ 2 25		✓ 1 25
feger	✓ 7 50	Nov 41	✓ 4 75
9/10/42 ^ Sept	✓ 7 25		✓ 15 25
Oct 42	✓ 29 50		✓ 11 00
	✓ 6 50	Dec 41	✓ 18 50
Nov 42	✓ 20 00	Jan 42	✓ 6 00
	✓ 8 50		✓ 12 25
	✓ 8 00	Feb 42	✓ 6 25
Dec 42	✓ 17 25	Mar 42	✓ 15 00
	✓ 11 50	Apr 42	11 00
Jan 43	✓ 12 50	[Red figures] :	532 21 S
	✓ 27 75	[Red figures] :	532 21 T
Feb 43	✓ 11 50		25
	✓ 25 25		
Mar 43	✓ 35 00		\$432.46
	✓ 16 00		
	✓ 2 00		
[Red figures] :	370 00 S		
	25		
	\$370.25		

April 12, 1943

The above tabulation represents all E M A dues collected beginning sometime in July or August, 1941, through March, 1943. I was elected Treasurer of the E M A at the time Lundberg was elected President—on or about Sept. 8, 1941, and I have served continuously since. All pencil notations above are my own.

L. M. PFLEGER

Subscribed and sworn to before me at Los Angeles, Calif., this 12th day of April, 1943.

QUENTIN OGREN

Field Examiner N.L.R.B.

(Testimony of Leo Morton Pfleger.)

Q. (By Mr. Esterman): You have been with the company, have you not, for a good many years-

A. For a good many years, yes.

Q. You started when, Mr. Pfleger?

A. June 2, 1920.

Q. And beginning with 1920 you stayed with the company continuously, or did you leave the company at some time?

A. I left the company in the latter part of 1940.

Q. Was that at the time of the fire?

A. That was prior to the fire.

Q. When did you come back?

A. Sometime in February, 1941. [400]

Q. Do you know when you joined the E.M.A.?

A. That I don't remember.

Q. Well, you were elected in 1941?

A. It was about that time. It was right around that time, but I can't remember.

Q. You were elected treasurer in 1941?

A. Yes.

Q. And you had become a member just prior to that first election?

A. Just prior to that, I would say, yes.

Q. It wasn't before 1941?

A. No. I was a member of the E.M.A. way back in 1934 or 1935, or '37, or whenever it was. I don't remember.

Q. You joined sometime before 1940, didn't you?

A. No, I joined sometime in 1937.

Q. Perhaps I don't make myself clear. I want

(Testimony of Leo Morton Pfleger.)

to know when you first became affiliated with the E. M. A. the first time?

A. That is in 1941.

Q. Didn't you just say you first belonged in 1937?

A. I said approximately or around 1937.

Q. That is what I am getting at. If you belonged then, then you must have joined it?

A. I joined it.

Q. And if you belonged in 1937, when did you join, in order to be a member in 1937? You must have joined in 1937 or some- [401] time in '37 or sometime before that?

A. Sometime around 1937. I don't know whether it was prior or after 1937.

Q. At any rate, your recollection is that you were a member in 1937?

A. That's right, for a short while.

Q. What do you mean by that?

A. Well, there was not a great deal of activity in the E. M. A. at that time.

Q. So you think your membership ceased because the E.M.A. was not active? A. Yes, sir.

Q. You didn't take steps to terminate your membership, did you? A. No.

Q. What happened in 1940 that makes you think you joined the E.M.A. in 1940? Did you join all over again? A. Yes.

Mr. Nourse: What difference does it make why a man joined, unless you are pointing the question



(Testimony of Leo Morton Pfleger.)

to your belief that he joined under the influence of someone?

Mr. Esterman: No. I am not asking him why he joined. I am asking him when, and he said 1940.

Mr. Nourse: What materiality has that?

Mr. Esterman: When he joined is material, and I am try- [402] ing to find out when he joined.

The Witness: Well, I did not join in 1940. That was prior to the fire. It was in 1941 that I joined.

Q. (By Mr. Esterman): You joined again in 1941?

A. I joined again then about the time I was elected treasurer of the E.M.A.

Q. What capacity were you employed in by the company between 1920 and the time you left just before the fire?

A. Most of the time I was a foreman.

A. A foreman of what?

A. Of the machine shop.

Q. Any particular shift?

A. The day shift.

Q. And when you were not foreman, what were you?

A. Doing tool work and machine work, general tool work and machine work.

Q. Were you a foreman at the time that you left, just prior to the fire?      A. Yes, sir.

Q. When you went to work on machines at times when you say you weren't a foreman, was your

(Testimony of Leo Morton Pflieger.)

classification changed and was your pay changed, or did you simply not act as a foreman?

A. I did not act as a foreman. There were times back in the days when there wasn't much work when sometimes I didn't have anyone under me at all, I would be the only man in the [403] department.

Q. I see. Prior to your election as treasurer in 1941, you held no office with the E.M.A.?

A. No.

Q. What was your job at the time that you were elected the first time to the treasureship of the E. M. A.? A. A tool maker. [404]

Q. (By Mr. Esterman): You are engaged in work of a secret nature, are you not?

A. That is right.

Q. And the kind of work you do is covered by a military prohibition and cannot itself be revealed; isn't that right? A. That is correct.

Q. You do your work in a room which is separated from the other employees, or do you work along with other employees?

A. I am working around in other departments. I work in different departments. My work requires that I may have to run a machine in a certain part of the plant to make a certain part, or it may require that I may have to go to another department in the plant to make a test of that part.

Q. Do you spend most of your time in any one place? [406] A. No.

Q. Do you have a headquarters? A. Yes.

(Testimony of Leo Morton Pfleger.)

Q. A desk? A. Yes.

Q. And is that in the office or in the shop?

A. That is in the office, but not at the main plant. I am not at the main plant right now.

Q. I see. Does anyone share that desk with you?

A. There is someone shares the office with me.

Q. But it is your desk? A. He has——

Q. No one shares the desk?

A. He has his own desk. I have mine. [407]

Q. Did you have anything to do about posting a bulletin like that in the plant, on the bulletin board or anywhere in the plant?

A. Yes, I helped to post that bulletin.

Q. Do you recall approximately when?

A. Sir?

Q. Do you recall when?

A. No, I don't recall the date or the month.

Q. Did anyone post it with you? A. Yes.

Q. Who? A. Roy Johnson.

Q. How was it posted? How was it put up?

A. It was put up on the bulletin board in both buildings and also on the wall in the alleyway between the two buildings.

Q. That is three copies were put up?

A. I don't remember.

Q. Several copies?

A. I can't remember; all I remember is that I helped put them up. I don't remember how many we put up.

Q. There was more than one?

(Testimony of Leo Morton Pfleger.)

Mr. Nourse: He named three places. He said the two bulletin boards and a wall in the building some place.

Q. (By Mr. Esterman): And you helped post those with Mr. [416] Johnson?

A. Yes.

Q. Were they shellaced up or nailed up or how were they put up?

A. I don't remember; I think we put it up with mucilage, stuck them on there.

Q. Now, after reading the contents of that exhibit, doesn't it occur to you that this was posted coincidentally with the time that the A. F. of L. was active in and around the plant early this year?

A. I believe it was about that time.

Q. In other words, the title brings that back to you, doesn't it? A. Yes.

Q. Doesn't it say, "Employees' Mutual Association answers A.F.L."? A. That's right.

Q. And presumably, therefore, it was posted sometime after the A. F. of L. began to pass out handbills and application cards and so on around the plant? A. That's right. [417]

#### Cross Examination

Q. (By Mr. Nourse): Was there anyone else with you and Mr. Johnson when you posted Exhibit 2? A. No, sir.

Mr. Nourse: That is all.

Q. (By Mr. Wilson): Mr. Pfleger——

Mr. Esterman: Excuse me, just a moment. Do you know Mr. Nevins, the personnel man?

(Testimony of Leo Morton Pflieger.)

The Witness: No.

Q. (By Mr. Wilson): Was he with you when you posted the bulletins? A. No.

Mr. Wilson: Let the record show this is the tall thin grey-haired man.

Mr. Esterman: Mr. Nevins is about your size and height, is he?

The Witness: No, he is shorter and broader than I am.

Mr. Esterman: How much shorter, would you say?

The Witness: That is hard to say, I would say about [418] four or five inches shorter.

Mr. Esterman: And broader?

The Witness: Yes.

Mr. Esterman: Does he wear glasses?

The Witness: I believe he does.

Mr. Esterman: What color is his hair, if you know?

The Witness: About as grey as mine.

Mr. Esterman: About the same?

The Witness: Yes.

Trial Examiner Schneider: Let the record show that the witness also wears glasses. [419]

Mr. Esterman: We will stipulate that there is no merging of funds between the E.M.A. and Gilfillan Bros., Inc.

Mr. Nourse: Will you stipulate this: Gilfillan Bros., Inc., had nothing to do with the opening of this account?

Mr. Esterman: I certainly will.



(Testimony of Leo Morton Pfleger.)

Mr. Wilson: I merely brought those questions up on account of the blank check.

Q. (By Mr. Wilson): You stated that you have made out checks for Woodman's Hall, is that correct?  
A. That's right. [420]

RESPONDENT'S EXHIBIT No. 6

United States of America

Before the National Labor Relations Board

Twenty-First Region

Case No. 21-C-2281

In the Matter of -

GILFILLAN BROS., INC.

and

INTERNATIONAL ASSOCIATION OF MA-  
CHINISTS, DISTRICT LODGE No. 94, for  
and on behalf of LODGE 311, AFL

APPLICATION FOR SUBPOENA

Employees Mutual Association and Respondent, Gilfillan Bros., Inc., respectfully request of the Trial Examiner that a subpoena issue for Harry Lea, requiring him to attend and appear at the hearing of the above entitled matter before the Trial Examiner, at Los Angeles, California, on such date as may be fixed by the Trial Examiner, but during the progress of the hearing thereof.

The purpose of calling said witness and the matters expected to be proved by him are as follows: the purpose of calling the witness is to ascertain

(Testimony of Leo Morton Pfleger.)

the basis for, and source of, the statement made in the letter received in evidence as Respondent Gilfillan's Exhibit 2 and purportedly signed by him, which statement is in substance that "the Employees Mutual Association is not, in fact or in the view of the Board, the agent of the employees", and to prove by the witness either that said statement was false or that the Board has pre-judged this case and is biased.

Dated: this 2nd day of July, 1943.

EMPLOYEES MUTUAL ASSO-  
CIATION

By PHILIP L. WILSON, JR.

Its Attorney

RESPONDENT, GILFILLAN  
BROS., INC.,

By PAUL NOURSE

Of Nourse & Jones, its  
attorneys

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Mr. Nourse: I ask in behalf of Respondent Gilfillan Bros., Inc., that the application in which the Employees Mutual Association join, that a subpoena for Harry E. Lea be granted so that the witness may be produced for the purpose of proof stated in the application.

I ask that it be marked Respondent's Exhibit 7 for identification.

(Thereupon, the document referred to was marked Respondent's Exhibit 7, for identification.)

Mr. Nourse: If I might amplify that; of course, if the witness should testify that he has been so advised by the Board that "the Employees Mutual Association is not, in fact or in the view of the Board, the agent of the employees," I would expect to follow that up with further evidence of this witness for the purpose of proving that the case had been prejudged and the Board biased.

Trial Examiner Schneider: I understand.

Mr. Wilson: May the record show that I concur in the request and make the same request?

Mr. Esterman: I would like to have Mr. Wilson state on what basis he joins that request; that is, to what extent [422] he deems that this touches the interest of his client?

Mr. Wilson: I believe that this touches the interest of the E.M.A. on several different grounds: There has been evidence introduced that there was increased activity on the part of both unions on or about this time; that this is ample evidence to substantiate the fact that the E.M.A. became more active; that it is a statement that might incite many different statements on the part of the E.M.A. and if the statements contained therein were true, it is detrimental and an unfair practice on the part of the I.A.M.

Mr. Nourse: I would like to ask Mr. Wilson a question. If it were true that the Board had prejudged this case and expressed the view that your client did not legally represent its employees, would you think its interests were affected by having that fact prejudged?

Trial Examiner Schneider: I think that is obvious.

Mr. Nourse: He is not stating that. I was wondering if he overlooked it.

Trial Examiner Schneider: Might I suggest that we let Mr. Wilson speak for himself?

Mr. Wilson: I think it has been stated in my objections that we have never received any notice of any Board ruling to that effect and that it would produce damaging effect to the E.M.A.

Trial Examiner Schneider: Anything further?

[423]

Mr. Esterman: I have nothing to say on that matter. I would like to see it, however.

Trial Examiner Schneider: Mrs. Volz, have you any position?

Mrs. Volz: I would like to see that, too.

Trial Examiner Schneider: Here is a copy.

Mr. Nourse: About my request, I would like to say that it would seem to me that in a hearing of this kind where one of the parties in the proceeding has made a statement through its officer, Mr. Lee, if that offer were false that the evidence would cast doubt and reflection upon the other evidence which had been produced by them through the Board. If it were not false then this would be a serious matter.

Trial Examiner Schneider: The record discloses that the International Association of Machinists has been represented throughout this hearing and that your application for a subpoena has been inspected by Mrs. Volz.

Mr. Nourse: We don't have a proceeding here where the complainant must come into court with clean hands, so I can't make that a basis for my objection.

Mr. Esterman: I think that is wholly irrelevant. I don't think that that statement has anything to do with what we are dealing with today.

Mr. Nourse: Unfortunately, I am afraid you are right.

Trial Examiner Schneider: Let us have no further ir- [424] relevance. Will you offer this in evidence?

Mr. Nourse: I offer it as Respondent's Exhibit 7.

Trial Examiner Schneider: Very well, the respondents' request for subpoena for Harry Lee for the purposes stated in Respondent's Exhibit 7 is denied, but Respondent's Exhibit 7 is admitted into evidence.

(Thereupon, the document heretofore marked Respondent's Exhibit 7 for identification, was received in evidence. [425])



## MARGARET GOEBEL,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, testified as follows:

## Direct Examination

Trial Examiner Schneider: I think we have been taking liberties with your first name. We have been referring to it [435] as Marjorie.

The Witness: They call me that sometimes.

Trial Examiner Schneider: That is G-o-e-b-e-l-s?

The Witness: No "s".

Trial Examiner Schneider: No "s".

Q. (By Mr. Esterman): Mrs. Goebel, you work for Gilfillan Bros., Inc.? A. Yes, sir.

Q. Please talk up so that we can all hear you. You were employed by them on September 15, 1942?

A. As I recall, February 14th.

Q. The middle of September, 1942?

A. Yes, sir.

Q. And you were engaged to do? What kind of work did you do when you started?

A. On the burr bench.

Q. You were a burr bench operator?

A. Yes, sir.

Trial Examiner Schneider: May I interrupt? The date of your employment was what?

The Witness: September 14th.

Trial Examiner Schneider: September 14th.

Q. (By Mr. Esterman): Now, how long did you work as a burr bench—would that be burr bench operator? Is that what you call it? [436]

(Testimony of Margaret Goebel.)

A. I worked on the burr bench. I guess that is what you call it.

Q. How long did you work on the burr bench?

A. Oh, I don't know the exact dates.

Q. Well, just approxintaely. We don't expect you to remember exact dates when you don't know them.

A. I would say around three months.

Q. And then what work did you do?

A. Then I went on nights as lead girl.

Q. Will you tell us what you did then, starting with that change to the night shift, what your work was?

A. I had to show the girls how to burr and how to do their work, and see that they did their work right.

Q. Did you do any of the work yourself?

A. Well, I burred, yes.

Q. You did some burring. Now, how many girls were in that department when you went on the night shift?

A. I would say around fifteen.

Q. How was your transfer, if I may call it that, arranged? That is, from what you were doing before to the night shift?

A. I was just asked would I like to take charge of the girls at night.

Q. And who asked you that?

A. Mr. Foley asked me first.

Q. Who is Mr. Foley? [437]

(Testimony of Margaret Goebel.)

A. He has charge of the burr bench on the day.

Q. And you told him that you would like it?

A. I would like to try it.

Q. Then did he instruct you to——

A. No, he took me to Mr. Cramer.

Q. Then what happened?

A. Then I was told to come on nights.

Q. It was arranged through Mr. Cramer?

A. Yes.

Q. And then you started to come in nights?

A. Yes.

Q. Now, there has been another change in your work since then, has there not? Let me ask you this question first: how long did you continue in charge of the girls on the burr bench or until what time?

A. Wasn't it February 22nd?

Q. Until February 22nd. What happened then?

A. Then all of the girls on the burr bench but the five oldest girls were laid off.

That is, the shift was laid off and you were transferred then to something else?      A. To days.

Q. To days. Doing what?

A. Back on the burr bench where I started.

Q. How [438]

A. Back on the burr bench again.

Q. On the day shift?      A. Yes, sir.

Q. Under whose direction?

A. Mr. Cramer told me to come in and start there again.

(Testimony of Margaret Goebel.)

Q. Yes. Thank you for that, but I mean who was your supervisor? A. Mr. Foley.

Q. Oh, the same Mr. Foley. Has there been any other change in the type of work?

A. Then I asked to be put on inspection, to go back on nights. I liked the night work better, and I asked to be put back on nights on inspection.

Q. And when did you go on inspection? Does this help you: how long did you work on the day shift after February 22nd? Do you remember that?

A. I imagine about a month. I don't know.

Q. About a month. And after what you think was about a month, you went back to the night shift in the inspection department, and that is where you are now? A. Yes, sir.

Q. And your work consists of what at the present time?

A. Of inspecting the work for the threads and size, and see that it is all right before it leaves the department.

Q. And who is your immediate superior? [439]

A. You mean the lead girl?

Q. Whom do you report to?

A. The lead girl. She has charge of me, tells me what to do.

Q. She is your immediate superior?

A. Yes. [440]

Q. Now, when you took charge of these girls on the burr bench, that was on the night shift, to whom were you responsible, that is, who was your superior then?

(Testimony of Margaret Goebel.)

A. Why, Mr. Honeas and Mr. Walters.

Q. Now, who was Mr. Honeas?

A. He was superintendent of the whole machine shop.

Q. Was he superintendent with respect to all the shifts, or the night shift?

Mr. Nourse: Let's stipulate that. We have had it [443] time and again. Mr. Honeas was at first superintendent, or general foreman, rather, of the machine shop at night.

Mr. Esterman: If that is in the record, I won't press it.

Mr. Nourse: And then Mr. Honeas was the general foreman over the swing shift. Mr. Walters was general foreman over the night shift in the machine shop.

Mr. Esterman: Very well.

Mr. Nourse: And Mr. Whittet in the days. Then it will not be necessary to ask every witness where they worked. [444]

Q. (By Mr. Esterman): Your work included instructing the girls, did it not, on what they were to do and how they were to do it? A. Yes.

Q. And you spent a good deal of your time going from one girl to another in connection with that instruction?

A. Showing them what to do, yes.

Q. Can you tell us what percentage of your time you spent doing that and what percentage you spent doing something else?

A. Well, it was mixed up. I would show the



(Testimony of Margaret Goebel.)

girls some things and see that they did their work right and then I would do something myself, little jobs that had to be done.

Q. As between showing the girls what to do and doing things yourself—that is about how you spent your time, was it not?      A. Yes.

Q. Are you able to say what percentage of time you spent on one, and what percentage on the other?

A. About even, I guess.

Q. Is that your best recollection?

A. (No response.)

Q. Is that as well as you remember it?

A. I didn't time myself; I don't know.

Q. Now, while you were on this job—you know Mr. Roy [445] Johnson, do you not?      A. Yes.

Q. What work was he engaged in while you were in charge of the girls on the burr bench?

A. In charge of the milling machines as far as I know.

Q. He would come to your department at different times and get girls to work for him in his department?      A. Yes.

Q. And you would furnish those girls?

A. Yes.

Q. You joined the E. M. A., did you not, after you went to work for the company?

A. Yes, sir.

Q. Do you recall how soon after you went to work for the company that you joined that organization?      A. No, I don't.

Q. Do you remember whether you were a mem-

(Testimony of Margaret Goebel.)

ber of the E. M. A. when you worked on the burr bench on the day shift?      A. Yes, I was.

Q. That would be sometime during the first three months of your employment?      A. Yes.

Q. That you became a member?      A. Yes.

Q. Now, when you were on the night shift in charge of the [446] girls on the burr bench, did you hold any office in the E. M. A.?

A. No, sir.

Q. Have you ever held any office in the E. M. A.?

A. No, sir.

Q. Did you ever talk to the girls about membership in the E. M. A.?

A. After they were there a while I used to speak to them about it.

Q. Tell us what you said?

A. I just told them if they want to the join the E. M. A. and I told them to go around and talk to Buck.

Q. Did you make it a practice to do that after they were there a while?

A. If I thought about it.

Q. If you thought about it?      A. Yes.

Q. And what would you say to them generally; I assume you usually said the same thing, did you not?      A. Yes.

Q. Generally, what would you say to them?

A. If they cared to joint the E. M. A. to go down to Buck at the tool crib and he would explain it to them.

(Testimony of Margaret Goebel.)

Q. You would tell who Buck was and where he was?  
A. Yes.

Q. Did you attend E. M. A. membership meetings?  
A. Most of them. [447]

Q. How many did you attend? Do you know?

A. No, I really don't.

Q. They were held monthly, weren't they?

A. Yes.

Q. And they were held at 5:30, were they not?

A. Yes, sir.

Q. Now, was anything said to the girls that worked on the burr bench by you at the time that these meetings were scheduled?

A. (No response.)

Q. I will withdraw that. There were bulletins posted around the plant announcing that meetings were going to be held?  
A. Yes.

Q. And if the meeting was to be held at 5:30, what would you do about that time in reference to the meeting? Would you leave your department and go to the meeting?  
A. Yes.

Q. And what about the other girls?

A. They generally would come along with me.

Q. Would you request that they go with you?

A. No, sir.

Q. Did you ever ask any girls to go with you?

A. No, sir.

Q. Did you ever tell any girls to go with you? [448]  
A. No, sir.

Q. Did you ever turn out the lights when the time came for the meetings?

(Testimony of Margaret Goebel.)

A. I always turned out the light when the girls left the department?

Q. 5:30 would be one hour before the lunch hour; the lunch hour was 6:30? A. Yes.

Q. You never said anything to them about walking off at 5:30, an hour before lunch time, did you?

Mr. Nourse: You mean a half hour, 6:00 o'clock.

Mr. Esterman: She said 6:30.

The Witness: 6:30.

Q. (By Mr. Esterman): You knew where they were going? A. Yes.

Q. Now, coming back to the mater we were discussing before, Mrs. Goebel, I asked you if you would make any estimate of the percentage of time that you spent supervising the girls or instructing them and showing them what to do as against the percentage of time you spent working yourself. Do you remember my asking you that? A. Yes.

Q. And you said that your best recollection was about 50-50?

A. Well, it was so broken up. I would show the girls something to do and then when you get that set, you do [449] something yourself and when you are in the middle of doing something yourself, then another girl would come up and ask you about different things.

Q. In your experience, did you ever have any girls working there whom you considered incompetent? A. I had two girls.

Q. What did you do about them?

(Testimony of Margaret Goebel.)

A. I went up to Mr. Honeas and I think to Al Walters for the other girl.

Q. What was done about those girls, if you know? A. They were taken out.

Q. They were taken out? A. Yes.

Q. Are they the only two instances when that was done? A. Yes.

Q. Now, getting back to your estimate of the amount of time that you spent; you had occasion to make an estimate of that before, hadn't you?

(No response.)

Q. Just to refresh your recollection, didn't you have a discussion with Mr. Ogran, field examiner, in this office, about that very subject as to what percentage of time you spent on one and on the other?

A. Yes.

Q. Do you remember that? [450] A. Yes.

Q. Do you remember what you told him?

(No response.)

Mr. Nourse: She said "no", didn't she?

Mr. Esterman: I didn't get an answer yet. I thought she was thinking about it.

Mr. Nourse: I would say that if counsel says there is a contradictory statement, the proper thing to do is show the witness the statement and ask her if she so stated.

Mr. Esterman: I simply want to exhaust her recollection. I intended to do that.

The Witness: I don't know exactly what I said to him. [451]



(Testimony of Margaret Goebel.)

Q. (By Mr. Esterman): You gave him a statement, did you not? I am speaking of Mr. Ogran.

A. Yes.

Q. Will you look at this statement dated April 28, 1943 and——

Mr. Nourse: May I see it first, please?

Mr. Esterman: Yes, sure.

Mr. Nourse: Mr. Wilson, do you want to look at it together with me in order to save time?

Trial Examiner Schneider: We will recess to permit counsel for respondent to inspect the affidavit.

(Short recess.)

Trial Examiner Schneider: On the record.

Q. (By Mr. Esterman): After looking at this statement, do you recall now that on April 28th you made a statement that you spent about 90 per cent of your time supervising and instructing?

A. Yes.

Q. Which is more nearly correct: 90 per cent, or 50-50, after you have looked at this and thought about it? What do you think now?

A. That statement.

Q. You think 90 per cent is more nearly correct?

A. Yes.

Mr. Esterman: I have no further questions.

[452]

#### Cross Examination

Q. (By Mr. Nourse): When a girl told you to come over and you instructed her, did you stand

(Testimony of Margaret Goebel.)

over her, or did you do the work on the piece that was being burred?

A. I take the piece in my hand and do it first and then she does it afterwards.

Q. So that on that piece you do a part of the work? A. Yes.

Q. And does that take up a good part of your time in supervision; doing the actual work on these parts? A. Yes.

Q. And then at other times when the girls come to you, when they come over and ask; what is it you do then; when you are sitting at your bench and a girl comes to you? What do they come to you for?

A. If they finish one job I have to give them another. They don't just take their own work. Whatever has to be done I have to see that they have the right work to do. I have to give it to her.

Q. You get the part that she is to work on?

A. Yes.

Q. And if that is a change, why, you sit down and start that and show her what is to be done?

A. If she never did it before.

Q. Now, some of the girls that come in there have had [453] burring experience? Is that right, or not?

A. Well, it is all different in every place. You have to show them when they come in how to do it.

Q. When you have girls there who have been

(Testimony of Margaret Goebel.)

working two or three weeks in your department, it takes less supervision and inspection, does it not?

A. Yes, after they have been there a while.

Q. And as you get an experienced crew there, you give more time to doing the work yourself; is that correct? A. Yes, sir.

Q. So it depends on whether or not you got an entirely inexperienced person who doesn't know anything, or experienced girls who are there, as to how much time you give to actual burring and buffing and sanding yourself?

A. Yes, it all depends on the work and what kind of work.

Q. So that it isn't 90 per cent of the time that you give supervising, or 50 per cent; it varies depending on the kind of work you are doing and the experience of the workers in that department; is that correct? A. Yes, sir.

Q. Now, did you ever receive instructions from any one—just answer “yes” or “no”—as to sending girls from the burr department to other departments? Did you receive instructions from anyone as to that? A. Yes. [454]

Q. Now, from whom? A. The foreman.

Q. Will you name him; Mr. Cramer? Just tell us how you got these instructions as to sending girls to other departments? Tell us in your own words?

A. They come to me for girls and if I really didn't want to give up the girls, then they would go to the foremen and they would come back to me and tell me that either Mr. Honeas or Mr.

(Testimony of Margaret Goebel.)

Walters said that they could have them and I let them go.

Q. What general instructions, if any, had you received from Mr. Cramer or Mr. Honeas or Mr. Walters as to cooperating with other leadmen?

A. If I could spare the girls, to let them go.

Q. Now, this room where the——

Mr. Esterman: I thought we were going to see the plant.

Mr. Nourse: But we won't have anything in the record. All we will have will be the photographs in our minds, and I don't think the reporter can get that.

Q. (By Mr. Nourse): This burring department, it isn't in a separate room?

A. It is in the machine shop.

Q. Just a bench with some sanders and some buffers that are along the north part of the machine shop room? A. Yes, sir.

Q. And in the same room are the drill presses, automatic [455] screw machines, the turret lathes, the tappers and other machines; is that right?

A. Yes, sir.

Q. And the nearest machines to you are what; the drill presses? A. Drill presses.

Q. And in another part, the furthest part of the room from you are the multiple spindle screw machines? A. The automatics.

Q. Automatic screw machines, that is what I should have said, with a multiple spindle. These machines that are furthest from you are about

(Testimony of Margaret Goebel.)

how far? Can you point out anything in this room?

A. It is further back than this (indicating).

Q. As far as the corner of the room over there? The far corner?

A. Further than that I would say.

Q. About 100 feet from you?

A. About that.

Q. Now, the nearest line that is worked on there, the drill presses, the nearest of those are only about 15 or 20 feet from the burr bench. Isn't that right? A. Yes.

Q. And can you see where Mr. Walters stays, from your bench? A. Yes, sir.

Q. And is he around through the plant during his shift? [456] A. Yes, sir.

Q. And Mr. Hoaner, is he around through the plant past your benches during his shift?

A. Yes, sir.

Q. And the same way with the other general foremen on the other shifts? A. Yes, sir.

Q. Now, the inspection department that you work in is on beyond?

A. The other end of the room.

Q. Partitioned off by a wire screen from the machines? A. Yes.

Q. Mr. Sparks' office is at the end there with a glass partition and looks over all this work that is going on? A. Yes, sir.

Q. Is he in and out of the plant, that part of the plant during the day? A. Yes, sir.



(Testimony of Margaret Goebel.)

Q. Now, you said Roy Johnson was in charge of the milling machines. Do you mean he was the leadman there?

A. That is what I thought.

Q. What?

A. Yes, sir, that is what I thought.

Q. Did you ever say to any of the girls, "You have to go to the union meeting?" [457]

A. No, sir.

Q. Give me your words as nearly as you can as to how you would express it to them when these meetings came up?

A. I might have said that it was time to go to the meeting if you are going, but I never said they had to go to the meetings.

Q. And if any of them stayed, did you leave the lights on?      A. If anyone stayed, yes.

Q. Calling your attention to the meeting in the early part of February, I don't know the exact date——

Mr. Esterman: The first Monday, I suppose.

Mr. Wilson: I thought it was January.

Mr. Nourse: I am talking about February.

Mr. Wilson: I am sorry.

Mr. Nourse: Q. (Continuing) ——how many of the girls stayed on, if any, at their work?

A. I don't know which meeting is which meeting.

Q. May I see this statement that you gave Mr. Ogran. I would like to refresh your memory from the statement. You said to Mr. Ogran, as follows:

(Testimony of Margaret Goebel.)

“All but one meeting in this period was attended by every girl in the burring and buffing department. The exception was the last meeting while I was there \* \* ”

A. I remember that meeting.

Q. Now, Alice Taylor, who was at the drill press, and [458] Mary Elsenius who was on the burr work, did not go. Is that correct?

A. Yes, sir.

Q. And did you leave the lights on then?

A. I certainly did.

Q. And did Mary Elsenius continue her work?

A. I remember she was burring bolts.

Q. Burring bolts at that time?

A. Yes.

Q. Did you ever say to Anna Cox or to any of the girls on the shift that they were expected to go to the meeting and then pull out the lights while they were there?

A. I don't recall that girl's name at all.

Q. Did you state it to any of the girls?

A. No, sir.

Q. That they were expected to go, and then shut out the lights while they were at the bench?

A. No, sir.

Q. What was your custom as to shutting out the lights during rest periods and times of that kind?

A. Most of the girls would pull out their own lights and what lights weren't pulled out, I would pull out on my way out.

Q. Did the same thing occur when they went to the meetings?

A. Yes, sir.

(Testimony of Margaret Goebel.)

Q. They would pull out their lights. In other words, [459] there wasn't a master switch to put off all the lights over the burr bench? Each one had their own light? A. Yes, sir.

Trial Examiner Schneider: Each employee?

The Witness: Over each table there was a light.

Trial Examiner Schneider: Was there more than one employee to a table?

The Witness: Yes, sir.

Q. (By Mr. Nourse): On these occasions when they went to the meetings, did you turn out all the lights, or did they turn out some and you turned out some?

A. All of them would turn out their own and if lights were left that weren't necessary, I would turn them out. [460]

#### Recross Examination

Q. (By Mr. Nourse): When you asked these girls if they wanted to join the E. M. A. and if they wanted to they could go to Buck in the tool-room and he would explain it to them, did you ever check up to see whether they did go or not?

A. No, sir. [466]

Q. And how far was Buck from where they were working? A. About a hundred feet.

Q. In the same room? A. Yes, sir.

Mr. Nourse: That is all.

Mr. Esterman: No questions.

Q. (By Trial Examiner Schneider): Were there any employees discharged from your department while you were in charge of it?

(Testimony of Margaret Goebel.)

A. These two women that I told Mr. Walters and Mr. Honeas about.

Q. Will you relate the circumstances of that, please? How did the matter come to your attention?

A. You mean about laying the girls off?

Q. Yes.

A. Well, they just couldn't do the work or they complained about the work, and wouldn't do it the way you showed them, and just didn't qualify for the position.

Q. Did you say anything to the girls yourself?

A. Yes, I would. I would tell them how to do it first, and then if they didn't do it again, I would still show [467] them how to do it, and tell them they would have to try to do it better.

Q. Then thereafter you reported it to Mr. Honeas or Mr. Walters? A. Yes, sir.

Q. If you gave orders to a girl in your department, was it your understanding that the girl was under an obligation to obey them?

A. Well, if I told her to do something, to do a certain kind of work, I imagine she should do it.

Q. How did the girls receive the work. Did you assign is to them? A. Yes, sir.

Q. And then if a girl ran out of work, would she come to you and ask for more?

A. Yes, sir.

#### Cross Examination

Q. (By Mr. Wilson): Did you feel that you had the power to fire anybody? A. No. [468]

(Testimony of Margaret Goebel.)

Q. Did you have the power to transfer the girls around to any other department in the plant?

A. No, sir.

Q. When you say that you laid out the work, did that mean that, for instance, if several boxes or truck loads of parts would come up to the department that had to be burred, that you would allot a certain number of parts to a bench over here (indicating), and a bench here, you would put part on one bench and part on another bench? Is that what you did in laying out the work?

A. Yes, sir.

Mr. Wilson: That is all.

Trial Examiner Schneider: You never told any girl that she was discharged?

The Witness: No, sir.

Trial Examiner Schneider: You never hired a girl——

The Witness: No, sir.

Trial Examiner Schneider: ——to work in the plant?

The Witness: No, sir. [469]

Q. (By Mr. Nourse): After the 22nd of February, when you went down and went to work on the burr bench under Mr. Foley, that is, where Mr. Foley was the leadman, did you get the same rate of pay that you got when you were upstairs as lead girl? A. Yes, sir. [470]



## MYRTLE VOLZ,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, testified as follows:

## Direct Examination

Q. (By Mr. Esterman): Your full name is Myrtle Volz? A. Yes, sir.

Q. And you live where?

A. 7806 Lou Dillon, Los Angeles.

Q. You are an organizer for the International Association of Machinists? A. Yes, sir.

Q. Have I indicated your correct title,—organizer? A. And business representative.

Q. And business representative. How long have you been engaged in that type of work? I mean, how long have you been so engaged for the I.A.M.?

A. About twenty months.

Q. And you have devoted the last twenty months to organizational work exclusively?

A. Yes, sir. [471]

Q. During that period of time, about how many plants have you organized? A. Nine or ten.

Q. And is that in the Los Angeles area?

A. Yes, sir.

Q. By that do you mean that you yourself directed the organization of those plants?

A. Yes, sir.

Q. Have you also assisted in the organization of other plants, that is, other than the nine or ten you have mentioned? A. Yes, sir.

Q. Can you state how many of those you assisted at? A. Five or six.

(Testimony of Myrtle Volz.)

Q. And that is also in this area?

A. Yes, sir.

Q. Now, you took charge of the organizing of the Gilfillan plant, did you not, in January?

A. Yes, sir.

Q. Do you know when you started your organizational efforts?

A. Approximately on January 11th, 10th or 11th.

Q. 1943? A. '42—No, 1943.

Q. You mean this year, '43?

A. Yes, sir. [472]

Q. (By Mr. Esterman) All right, look at your records. Tell us if you can, how many applications you got before the 22nd of February, and how many after?

A. Well, in January my records show I got around 40 cards; between 30 and 40 cards. And up to February 22nd, I received 103.

Mr. Nourse: You mean during February; did that include 30 or 40?

The Witness: Besides.

Q. (By Mr. Esterman) In the month of February, 103 A. Yes. [486]

Q. And 30 or 40 in the previous month?

A. Well, 40 in the previous month.

Q. That would be a total of 143?

A. Yes. [487]

Q. You said that you were in charge of the organization work at the Gilfillan Plant?

A. Yes, sir.

Q. Does that then mean that you had charge of all the activities of the I.A.M. there? A. Yes.

(Testimony of Myrtle Volz.)

Q. All right.

Trial Examiner Schneider: Mr. Nourse, am I correct in assuming that the purpose of this line of questioning is to determine the basis for the opinion which the witness stated, on the last day, that the employees were afraid to join the union?

Mr. Nourse: Yes, that is part of it. And the other part I wouldn't want to disclose right now. I will assure your Honor that I think that is relevant, what I am going to bring out, and is the basis for cross examination.

Trial Examiner Schneider: Proceed.

Q. (By Mr. Nourse): Does that include the appointment of a shop steward? A. Yes, sir.

Q. In this plant? [509] A. Yes, sir.

Q. And what duties do you assign to a shop steward whom you appoint within the plant?

A. They are to try to get members, they are to sign up members on authorization cards and applications. They are to keep the members that have signed up notified as to our activity in the plant.

Q. As to your what?

A. Activity in and around the plant.

Q. And is that the duty of the shop steward of the organization? A. Yes, sir.

Q. Now, do you also appoint a committee?

A. Yes, sir.

Q. To act within the plant? A. Yes, sir.

Q. And how many did you put on this committee? A. I believe it was two.

Q. Weren't there three? I call your attention

(Testimony of Myrtle Volz.)

to Mr. Hines' testimony that a Mr. Haag was a member of the committee, and I think he also said a Mr. Hammond, or something like that, some other man he spoke of.           A. Hammond?

Mr. Esterman: That isn't what he said, counsel.

Q. (By Mr. Nourse): It wasn't? [510]

A. No, sir.

Q. There were only two members on the committee?           A. As far as I can recall, yes.

Q. Now, then, they would report to you their activities within the plant, and which were not open to your observation as a person working outside in the hall or in passing out posters?           A. Yes.

Q. Did they tell you how many people were wearing A. F. of L. buttons in the plant? By "A. F. of L." we will assume that I mean I.A.M. Well, your buttons at that time did read "A. F. of L.", didn't they?           A. Yes, sir.

Q. They don't any more?

A. No. I don't believe they did.

Q. How?

A. I don't remember their telling me.

Q. You knew that Mr. Hines wore a button which said, "Shop Steward, A. F. of L."?

A. Yes, sir.

Q. And that he wore it in the plant?

A. Yes, sir.

Q. Did you know that there were other committeemen that wore a button in the plant?

A. Yes, sir. [511]

Q. And in round figures, how many others did

(Testimony of Myrtle Volz.)

you know that disclosed their affiliations with your organization openly within the plant?

Mr. Esterman: Just a, minute. How is she going to know that? You haven't put her in the plant, have you?

Mr. Nourse: She was in charge of her committee.

Mr. Esterman: Unless I don't understand the question. May I have that question, please?

(Question read.)

Mr. Nourse: Well, I will reframe the question, because it is not clear.

Q. (By Mr. Nourse): In round figures what number of employees, to your knowledge, or reported to you by your committee, disclosed their affiliation with your union openly and within the plant?

Trial Examiner Schneider: If you know.

Q. (By Mr. Nourse): If you know.

A. I don't know, because as people signed up we usually gave them a button, and there were lots of them that didn't wear their buttons.

Q. And you saw lots of them going in and out of the plant with your buttons on?

A. Yes, but I don't know how many. [512]

Q. (By Mr. Nourse): Is the steward the man in charge of the committee within the plant?

A. Yes, sir.

Q. I am not going to ask names, I am not interested in that. You had others who assisted you in the organizational work outside the plant?

A. Yes, sir.



(Testimony of Myrtle Volz.)

Q. And your duties then were divided, that is, you and the others outside the plant did that work, and Hines and whoever his other committeemen were did it inside the plant? A. Yes.

Q. Did you hear Mr. Hines' testimony that he personally signed up 100 members, or got 100 authorization cards? A. Yes. [523]

Q. Was that correct?

A. Approximately, yes.

Q. So of the 151 authorizations you got Hines got a hundred? A. Approximately, yes.

Trial Examiner Schneider: What was the answer?

The Witness: Approximately, around that. [524]

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O. C. STEGNER

a witness called by and on behalf of the National Labor Relations Board, after being first duly sworn, was examined [535] and testified as follows:

Direct Examination [536]

Q. (By Mr. Esterman): —in June of 1941? Now, do you know of your own knowledge—strike that. I will ask you first: when did you become a member of the E.M.A.?

A. Oh, that was after it was re-organized after the fire.

Q. It would be sometime after September, 1940?

A. That's right.

Q. And can you place it a little better than that? Was it in the following year?

(Testimony of O. C. Stegner.)

A. In the following year, in 1941.

Q. About when? A. About March.

Q. That you became a member? A. Yes.

Q. Now, was Lundberg president then?

A. Yes.

Q. And what work was he doing at that time, if you know? A. He was a mill operator.

Q. On what shift? [545]

A. The day shift.

Q. Has he continued in that position since, or has there been some change in his job?

A. He came up to that—on the mill he became a leadman, on the mills, on the day shift.

Q. When was that, do you know?

A. That was before the end of 1941—let's see—or, I suppose about the early part of '42. [546]

Q. (By Mr. Esterman): Now, what work did he do, in your observation? How did he spend his time?

A. Well, in other words, after he was on those mills for some little time, is my recollection, he was advanced to leadman or foreman.

Q. Yes.

A. In other words, he had charge of the setup, and he was to see all the parts was properly milled. He had——

Q. You saw him in the plant at different times, didn't you? Weren't you on the same shift?

A. Yes, sir.

Q. You saw him daily? A. Daily.

Q. Now, if I were to ask you, how did he spend

(Testimony of O. C. Stegner.)

his time, what did he do, I don't want you to tell me what he was supposed to do, but what he did.

A. To my mind, he was instructor, kept the mill-hands busy.

Q. Did you go around and see him instructing them?      A. That's right.

Q. And by "keeping them busy", what do you mean?      A. Keeping the machines operating.

Q. Giving them work?

A. Giving them work, and when one job was complete, give [547] them another setup for another job.

Q. You saw this?      A. Absolutely.

Q. You are an officer, are you not, of the E.M.A.?

A. Vice-president.

Q. In your capacity as vice-president, do you devote any time to the collection of dues?

A. Not as in the capacity of vice-president.

Q. Well, I am not trying to hide anything from the witness. The record shows that—you weren't here, but this is in the record, that beginning at least in October, 1942 you turned over to Mr. Pfleger sums of money once a month?      A. That's right.

Q. As dues collections?      A. That's right.

Q. This money that you turned over to Pfleger once a month consisted entirely of funds that you collected in the form of dues?

A. In the form of E.M.A. dues.

Q. At 25-cents per head?

A. That's right; per month.

Q. All right. Now, what was your procedure

(Testimony of O. C. Stegner.)

in collecting the dues, that is to say, how did you go about it?

A. Each department had appointed on the floor of the E.M.A. meeting a delegate—we called him a delegate—a delegate [548] was appointed to represent each department.

Q. Were you a delegate? A. I was not.

Q. Excuse me. Go ahead.

A. And these delegates, I instructed them or showed them how, or asked them to collect these dues from each one of the group that they were in. They, in turn, would turn the list of the dues collected over to me, and I, in turn, would turn them over to Mr. Pfleger.

Q. And they would give you the money along with the list? A. That is right.

Q. Did you give them a receipt?

A. Always.

Q. Did you spend any time yourself collecting dues? A. Some, yes.

Q. Is it your statement then that most of this money you turned over was dues collected by other people?

A. By the delegates of each department.

Q. And channelled through you to the treasurer?

A. That's right.

Q. Did you engage in soliciting membership for the E.M.A.? A. Yes.

Q. How long have you been doing that; since you were vice-president?

A. Since I am vice-president. [549]

(Testimony of O. C. Stegner.)

Q. By the way, did we find out when you became vice-president? Can you tell us that?

A. That was in May or June of 1942.

Q. You were elected with Mr. Johnson?

A. That's right.

Q. And at the *same that* Mr. Pfleger was re-elected? A. Re-elected treasurer.

Q. And since then you have been soliciting memberships from time to time? A. Yes.

Q. Now, are you able to say whether you solicited memberships during working hours or not during working hours, or was it a combination of the two? What is your recollection?

A. It was a combination of the two.

Q. Sometimes during working hours and sometimes out of working hours? A. Yes.

Q. Did anyone ever tell you to stop soliciting memberships during working hours?

A. No. I might add an amendment to that answer, that I never was forbid to do it and never asked permission to do it. I done it just as I would have time, when I wasn't—that is, in other words, I would take time out from my own job to see someone as a new member.

Q. I will accept the amendment. Now, in your capacity as [550] grievance man, and as a member of the grievance committee of the E.M.A.—strike that.

There is testimony in this record that the E.M.A. meetings, when they were held, were called for 5:30 and usually lasted an hour, to catch the shifts, that is, one going off and the other coming on?



(Testimony of O. C. Stegner.)

A. Yes.

Q. Is that your recollection of it also?

A. Yes.

Q. Now, there is also testimony that with perhaps one exception people were docked for the time that they spent away from their work to attend this meeting. I will ask you whether, in your capacity as a grievance man or as a member of the grievance committee, you ever took the subject up with the company, that is, the docking of employees for attending the E.M.A. meetings? A. No.

Q. Do you know whether the E.M.A. ever took the subject up with the company?

A. I don't know.

Q. How? A. I don't know.

Q. Now, it has also been testified to, to the effect that the A. F. of L., that is, the Machinists' Union became active around the Gilfillan plant early in January. With reference [551] to that period, that is, the period beginning early in January and say for about five or six weeks, did you have occasion to talk with Mr. Gilfillan at any time during that period? A. It was along sometime in March.

Q. Well, what was the occasion for your talking to him?

A. That occasion was called because quite a few of the—six or seven of us, of the delegates of the E.M.A., the officers of the E.M.A., rather,—at that time I think Mr. Gilfillan had received, and so had Mr. Johnson, different letters about the A. F. of L. If I recollect right, there was the information in one of the letters that quite a few of the members were

(Testimony of O. C. Stegner.)

joining the A. F. of L. or had been solicited on the outside, and they were going to try to call for an election.

Q. Well, I don't want us to get mixed up here, Mr. Stegner. I want to find out how the occasion for your talk with Mr. Gilfillan arose? Do I understand that you have in mind a time when you and other members of the E.M.A. went to his office or talked with him?

A. Yes. That was along in March sometime.

Q. Now, did you go there with a purpose in mind? Did you go there for some purpose, or just go to visit with him?

A. We didn't go to visit with him. We went there to talk about our new or other contract of the E.M.A., which was coming up shortly, and we went in to discuss and talk about [552] bringing up another agreement with the company, and then is when this other come up about the A. F. of L.

Q. What came up about the A. F. of L.? Will you please tell us?

A. About this solicitation on the outside, and about the pressure they were putting on trying to get a bunch of the E.M.A. members interested in the A. F. of L.

Q. Well, now, I want you to try to tell us what came up. You understand it doesn't help us much if you just sum it up. We would like to have you tell us, as well as you can, how that came up, who mentioned it first, if you remember, and who discussed it.

(Testimony of O. C. Stegner.)

Q. Well, we discussed it with Mr. Gilfillan.

Q. Tell us who "we" are. I don't think we have found that out.

A. That is the officers of the E.M.A.

Q. Was Johnson one of them? A. Right.

Q. And Pfleger? A. Yes.

Q. And yourself, of course? A. Yes.

Q. Any others?

A. And the secretary, the acting secretary, Carmen——

Trial Examiner Schneider: How do you spell that? [553]

The Witness: C-a-r-m-e-n Fauria—I can't spell her name.

Q. (By Mr. Esterman): F-a-u-r-i-a, Fauria?

A. That's her last name.

Q. Anyone else?

A. I don't just recall who else was present. [554]

Q. (By Mr. Esterman): Well, tell us how the subject of the A. F. of L. came up. You started to tell us about that.

Q. I think that I never seen the letters. I think Mr. Johnson and Mr. Gilfillan both had received letters from the A. F. of L., and the discussion came up about our organization of the E.M.A. [555]

Q. Well, now, that is what I want to know. Who brought it up? Did somebody say anything?

A. Yes, it was brought up through these letters, it was voiced to the extent——

Q. Who voiced it? A. Mr. Gilfillan.

(Testimony of O. C. Stegner.)

Trial Examiner Schneider: Permit me to interrupt, if you will, please.

Will you read the last two questions and answers, please?

(The questions and answers were read.)

Trial Examiner Schneider: Proceed.

Q. (By Mr. Esterman): Tell us, please, what he said.

A. He asked us, as officers of the E.M.A., how our organization was functioning, and if it was in good order, and he also asked, or stated, that if it wasn't, we better get on our toes and keep the thing functioning, if we wanted to get in competition with the A. F. of L., I think is about the way the words were put. [556]

Q. (By Mr. Esterman): You have heard this discussion off the record, and after that, does it come back to you that this meeting in Mr. Gilfillan's office, wherein this discussion about the A. F. of L. took place, concerned a petition they had filed asking for an election?

A. To my recollection, yes.

Q. Does that sound like it?

A. That sounds like why the meeting was called.

Q. And Mr. Gilfillan had just returned from Washington; is that right?      A. Right.

Q. Or from somewhere? He had been out of town?      A. That's right.

Q. You place that as early in March?

A. Early in March.

(Testimony of O. C. Stegner.)

Q. Now, these letters that were discussed, were any of them shown around in that meeting, that is, to the members of the grievance committee or to anyone?

A. I didn't see the letter, or didn't read it. I mean, I didn't see the letter. I know the letter was there, and Mr. Johnson told me about it.

Q. That is how you knew? A. Yes, sir.

[558]

Trial Examiner Schneider: May I interrupt there, Mr. Esterman? You are going to establish subsequently the date that the letter was sent or received? You see, thus far the witness has only testified that this occurred at about the time notice was received that a petition had been filed. We yet don't know when the petition was filed or when the letter was sent or received.

Mr. Esterman: I will ask you Mr. Nourse or Mr. Sparks if they will stipulate to the receipt of the letter from the Board, dated February 27, giving notice of a petition filed by the I.A.M. on that date, February 27, 1943.

Mr. Nourse: I will have to refresh my memory. I will have to check. I think that letter was received, but I don't know as to what date. My understanding is, and I don't know as to just when it was received, but Mr. Johnson states——

Trial Examiner Schneider: May we have a statement on the record from Mr. Johnson as to when he received the letter?

Mr. Johnson: Do you want me to state?



(Testimony of O. C. Stegner.)

Trial Examiner Schneider: If you will just make a statement as to when you received it.

Mr. Johnson: Yes. I received it about March 6, at 9:45 in the morning.

Mr. Wilson: I would like to state that I am reading from the notice of the filing of petition, which bears the date, March 5, 1943, requesting lists and other data to be [559] furnished not later than 10:00 a.m., March 6, 1943. I think that is the best evidence.

Trial Examiner Schneider: I think that is sufficiently definite.

Q. (By Mr. Esterman): Because it has been some time since we discussed this, I want to get this clear in my mind, Mr. Stegner: What, if anything, was said by you or any of the other officers of the E.M.A. at that time, which you haven't already related?

A. Nothing else discussed there in that meeting.

Q. How long were you in there? Do you know?

A. Possibly half an hour.

Q. Well now, just to refresh your recollection, was there any discussion of A. F. of L. literature?

A. I think that was pro'd and con'd among the officers.

Q. I didn't hear that.

A. I say I think that was pro'd and con'd between the officers and Mr. Gilfillan, as to what was being done.

Trial Examiner Schneider: Being done by whom?

The Witness: By the passing out of these cards on the sidewalk after each meeting.

(Testimony of O. C. Stegner.)

Q. (By Mr. Esterman): Maybe my question isn't clear. I want to know if anything was said about A. F. of L. literature. You say it was pro'd and con'd. Do you mean it was discussed? [560]

A. In other words, we talked of what they were doing.

Q. Now, who talked about it?

A. The officers of the E.M.A.

Q. That was in Mr. Gilfillan's presence?

A. That's right.

Q. Can you recall what anyone said at that time among the officers?

A. Nothing of any importance, outside of——

Q. Well, suppose you let us decide what is important. I would like to have you help us to this extent: Would you tell us what you said, if you said anything, or what Johnson said, if anything, or Pfefer, or Carmen Fauria. Now, if they said something and you don't know what it was, please say so.

A. I don't recall anything they said direct, no, sir.

Q. Now, what did Mr. Gilfillan have to say on the subject of the A. F. of L. literature?

A. I made a statement there before.

Q. Well, tell me again.

A. The statement that he made, for the E.M.A. to get on their toes and combat this election, that they were going to try to demand in the Gilfillan plant.

Q. Well, we heard that.

(Testimony of O. C. Stegner.)

A. That is the statement.

Q. I don't think I made myself clear. Now, you told us [561] that you "pro'd and con'd" about A. F. of L. literature. When I said "literature," I didn't mean "election." You mean literature?

A. As I recall, that on the literature we pro'd and con'd what the A. F. of L. has done, what they did with reference to passing out literature.

Q. Well, you discussed that? A. Yes.

Q. And you said you couldn't remember what the members of the committee said about that. But they did say something; is that correct?

A. Nothing direct that I would want to make a statement about.

Q. I will tell you again that we will have to decide what we consider worth putting in this record. If you don't remember what any of the committee said about A. F. of L. literature, then I want you to say that. Is that the fact?

A. I don't remember. 2

Q. Now, I want you to say what Mr. Gilfillan said, if he said anything in this proing and coning back and forth about the A. F. of L. passing out literature. What did Mr. Gilfillan have to say about that, if anything? Did he say anything?

A. Not that I remember. [562]

Q. I have something else I want to ask you about, if I may. You told us that you solicited memberships for the E.M.A. in the plant?

A. Membership, yes.

(Testimony of O. C. Stegner.)

Q. During working hours and sometimes not during working hours? A. That is right.

Q. You remember that. Will you tell us what you said when you solicited memberships? What you told people? I will ask you first—strike that.

I will ask you first, did you generally tell them the same thing when you solicited memberships, you had a sales talk, didn't you?

A. That is right.

Q. Will you tell us, in substance, what that was, as well as you can remember it?

A. I merely asked them if they belonged to the E.M.A., had they been told about it? If they answered no, I would say, "Well, it is an employees' association. It is not a union. It is called an employees' association. None of the officers get a salary, nobody receives any salary pertaining to our association. It is entirely among the employees. It is voluntary on your part. The dues are only 25c a month. We collect that to maintain our hall rent and literature, and one thing and another. There is no other expense, no other dues or [563] assessments. It is merely an association that the employees maintain for the good of them, pertaining to grievances and things that possibly they feel they have been abused." That is about the gist of the solicitation.

Q. It sounds pretty good. I think I will try it. Well, that is about it.

A. Generally then I proceeded to write their card and ask them for 25c.

(Testimony of O. C. Stegner.)

Q. Well, that rounds out the picture, I would assume?      A. Yes.

Mr. Esterman: That is all.

Cross Examination

Q. (By Mr. Nourse): Now, was that on smoking time or while the men operators were at the benches you made this talk, or the machines you made these speeches?

A. Done at times when I would have time or knew they—there were several new employees in there that needed attention or the delegats couldn't sell, why, I followed it up under high pressure.

Q. Did you high pressure at the machines or smoking time?

A. That would be done, as I say, when I would have time out on my own job, or at smoking time, or noon hour; generally done on smoking time or noon hour.

Q. Would you take a man off a machine to do that?      A. Never. [564]

Q. What is it?

A. If he was working on his machine and I approached him and talked to him while he was working, I would always say, "Don't quit your work. Listen to me and keep on working."

Q. Most of it was smoking time or noon hour, or something of that kind?      A. Right.

Q. This meeting was held, whenever it was in March, that was one that was requested by Mr. Johnson and he asked the officers to get together and go in and see Mr. Gilfillan, didn't he?



(Testimony of O. C. Stegner.)

A. Yes.

Q. When you got in there you talked about a new contract between the company and the E.M.A., didn't you? A. Yes.

Q. And Mr. Johnson said they had word about an election being demanded? A. Yes.

Q. Is that right? A. Yes.

Q. And Mr. Gilfillan said, in substance, didn't he, that if there was going to be an election he didn't want to enter into any contract until he knew whether you or the A. F. of L. represented the employees, is that right? In substance?

A. In substance, yes. [665]

Q. What is it? A. That is right.

Q. And he said then, "If you are going to win the election you better get on your toes."

A. And get going.

Q. Yes. But he wasn't going to deal with either of you if there was going to be an election, until he knew who had won the election?

A. That is right. [566]

### Cross Examination

By Mr. Wilson:

Q. Mr. Stegner, you attended all of the E.M.A. meetings, did you not? A. Yes, sir.

Q. And they had those meetings monthly, did they not?

A. It has been the customary rule the first Monday in every month.

Q. The first Monday in every month. And as a

(Testimony of O. C. Stegner.)

member of the grievance committee you would receive certain requests from different employees throughout the plant, or from your department, of different changes in their work that they would desire, is that right?

A. Yes; over the entire plant.

Q. And the grievance committee would discuss these different grievances that the individual employees would have, would they not?

A. I will make a statement on that. If they had went to their foreman or their superintendent and felt that they were entitled to a change or entitled to more money, and the head of their department ignored their request, it was brought to some member of the grievance committee. We, in turn, have a little form we would hand—if a man, the employee approached me on the subject, I would hand him a form. This [569] form was how long he had been there and what department he was in and how much he was making, and what his grievance was. Then, if I felt, this grievance was brought to me personally and I felt he had a grievance, we immediately called the committee together and went to the head of this department, to see if it couldn't be ironed out.

Q. Do you have the power to hire anybody in the plant?      A. No.

Q. Do you have the power to fire anybody in the plant?      A. No.

Q. Now, these grievances, for example, if it was for a wage increase, you would take it up with the

(Testimony of O. C. Stegner.)

plant superintendent or night or day foreman of the shop, is that correct, or someone in the office?

A. That is right.

Q. Is it a fact that on several different occasions your committee discussed the problems of filing for wage increases with the War Labor Board?

Mr. Esterman: Discussed with whom?

Mr. Wilson: I stated that in my question, discussed among his committee regarding the filing for general wage increases with the War Labor Board.

The Witness: The grievance committee didn't have anything to do with that.

By Mr. Wilson:

Q. Well, did the officers of the E.M.A.? [570]

A. The officers, no. The officers of the E.M.A. didn't have anything to do with that. That was brought in as Exhibit A in our new contract. [571]

#### Recross Examination

By Mr. Nourse:

Q. You have told the Examiner, the gentleman on your right, that Mr Lundberg was in charge of these men. What did Mr. Lundberg do, being in charge of them?

Mr. Nourse: I am going to lead this witness. He isn't mine.

Trial Examiner Schneider: You have my permission. It is very difficult to get a connected idea.

By Mr. Nourse:

Q. As a matter of fact, he went to each machine,

(Testimony of O. C. Stegner.)

didn't he, and set that machine, set the tools in it and fixed the work where it would start, so as to properly mill the piece of material that the man was to work on? Is that right?

A. Commonly known as a set-up for a machine.

Q. These men under him were inexperienced, weren't they, [576] unable to set it up?

Mr. Esterman: If he knows.

By Mr. Nourse:

Q. If you know.

A. I wouldn't—no, I wouldn't answer that exactly. They naturally became more experienced as they went along.

Q. He would go to the men that couldn't set it up and do these details, put in the tools and fix it so it would start and stop at the right place, and so the lubrication was going over the cutting tool and the material correctly? And do that from machine to machine? Is that right?

A. I would still have to answer it that he was the set-up man, that he instructed them what to do.

Q. How to do or what to do?

A. How to do it.

Q. Is that what you mean by being in charge?

A. That is right.

Mr. Nourse: That is all. [577]

Mr. Esterman: At this time, Mr. Examiner, I have a motion, a written motion which I wish to submit in the form of an exhibit, and I ask the reporter to mark it as Board's Exhibit next in

order. It is a document entitled, "Motion to Amend Complaint".

(Thereupon, the document referred to was marked as Board's Exhibit No. 8, for identification.) [585]

### BOARD'S EXHIBIT No. 8

United States of America  
Before the National Labor Relations Board  
Twenty-First Region  
Case No. 21-C-2281

GILFILLAN BROS., INC., a Corporation  
and

INTERNATIONAL ASSOCIATION OF MACH-  
INISTS DISTRICT LODGE #94, for and on  
behalf of LODGE #311, AMERICAN FED-  
ERATION OF LABOR

### MOTION TO AMEND COMPLAINT

Now comes the National Labor Relations Board, 21st Region, by William B. Esterman, Attorney, and moves the Examiner that the Complaint heretofore filed and introduced in evidence in these proceedings as Board's Exhibit 1 (c) be amended in the following respect:

Strike from the Complaint the whole of paragraph number 6 beginning at the bottom of page 2 thereof, and substitute therefor

6. Respondent, while engaged in the course of conduct described in paragraph 5 above, did on or



about May 1, 1943, enter into an alleged collective bargaining agreement with the Association, by the terms of which said agreement the Association was recognized as exclusive collective bargaining representative of respondent's employees. Said agreement was executed while the respondent was engaged in assisting, encouraging, and maintaining the contracting labor organization, as more fully described in paragraph 5 above, and said agreement, therefore, was and is invalid, illegal, void, and of no effect, and should be set aside in order to effectuate the policies of the Act.

Paragraphs 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, and 13 to remain unchanged.

Dated at Los Angeles, California, this 7th day of July, 1943.

NATIONAL LABOR RELATIONS BOARD, 21st Region  
By WILLIAM B. ESTERMAN  
Attorney

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### PROCEEDINGS

Trial Examiner Schneider: The hearing will be in order.

Mr. Esterman, are you ready to proceed?

Mr. Esterman: Yes.

Trial Examiner Schneider: Mr. Nourse, Mr. Wilson, since the Board is now ready to proceed with its case, are you still pressing your motions for dismissal made on Monday?

Mr. Nourse: We are.

Trial Examiner Schneider: Mr. Wilson?

Mr. Wilson: Yes, I am.

Trial Examiner Schneider: Then would you mind restating your grounds at this time for that motion?

Mr. Nourse: I will very frankly state, to the Trial Examiner, that I don't quite understand the Act of Congress under which the appropriation was made and limited, but it seems to me the intent of that Act, that no proceedings should be prosecuted by the Board which includes contractual relationship existing between a company and a union, a certified union; a union certified by the Board, such as the E.M.A. in this case.

Trial Examiner Schneider: May I interrupt, Mr. Nourse?

Mr. Nourse: Yes.

Trial Examiner Schneider: The matters which you are now stating were not the grounds for your original motion to dismiss, are they? [590]

Mr. Nourse: Very frankly I didn't state them then because there was a great deal of secrecy in this hearing. There weren't any grounds stated for the motion of the continuance. We couldn't be advised what was in the back of counsel's mind or if there was anything in the back of the Trial Examiner's. We were left entirely in the dark.

We made our motion to dismiss. Now, it seems that the motion for indefinite continuance was based on the fact this Act was in the offing or they didn't know whether or not they had any jurisdiction.

Trial Examiner Schneider: You are referring to the Appropriations Bill?

*The Nourse:* The Appropriations Bill. The Appropriations Bill seems to me is the design of Congress to prevent, to deprive the Board of the power to proceed in a matter where a contractual relationship between a certified union and the company has been in existence for more than three months. It appears that this relationship was continuously in existence since 1937. While the contract is not in the record, the exhibit not in the record, the evidence does show the contractual relationship started when the E.M.A. was certified as the bargaining agent for the employees and has continued at all times since then, and a new contract was entered into about May, I believe. That is in the record but the contract is not. [591]

Now, I cannot see how this Board can proceed under a charge that this contractual relationship was entered into with the union, which was then, in 1937, a party to the charge, company dominated or company interfered with, and attack that contractual relationship on that ground. [592]

Trial Examiner Schneider: Well, is it your contention, Mr. Nourse, that if as the original complaint of the Board alleges or appears to allege in Paragraph 6 that a contract was made between the E.M.A., and the company on or about April 30, 1943, that the Board would have no jurisdiction to investigate with reference to that contract?

Mr. Nourse: That is my position, if that contract, as I contend, was merely a continuation of a

contract entered into with the certified union, the only union with which the respondent could and did deal.

Trial Examiner Schneider: Well, is not that a question of fact to determine by testimony and evidence?

Mr. Nourse: I think you are right, but I think on the motion to dismiss you should take evidence upon that point before proceeding with this matter.

You have here a question of fact as to whether or not this contractual relationship was entirely a new thing entered into, or merely a continuation of something that had been in existence not only a year, but five years, and I don't believe that this Board can proceed until it knows, or should properly proceed until it knows what the situation is before it; and I should think that the Examiner would believe, and counsel would believe, that they were proceeding at a good deal of risk. [593]

Mr. Nourse: I offer to prove, in support of my motion to dismiss, that in the year 1937 E.M.A. was certified, after an election conducted by the National Labor Relations Board, as the bargaining agent of Gilfillan Brothers; that no other union has since been certified; that in 1937 a contract was entered into, negotiated with this bargaining agent E.M.A. by Gilfillan Brothers, and that contract has been continued from year to year since that time, sometimes by merely endorsement of a memorandum that it would continue for the following year, until 1943, at which time under the contract existing, which was for the date April, '42 to April 30, 1943, there

was negotiated a continuation of that contract with wage scales and classifications which were fixed by the contract which bore a date of April 1942, that it was then agreed that that contract should be continued but on the terms and conditions containing the wage scales and classifications that were fixed by the parties under the preceding year's contract; that the contract now in effect is and it specifically states that it is a continuation of that contract relationship. [596]

Trial Examiner Schneider: Yes. Can you state for what period the renewal made in April, 1942, was entered into?

Mr. Nourse: One year; each one, every year that was true.

Trial Examiner Schneider: That is in April 1942 you agreed to renew the contract for a period from 1942 to——

Mr. Nourse: To April 30th.

Trial Examiner Schneider: To April 30th, 1943?

Mr. Nourse: Yes.

Trial Examiner Schneider: Now, is it your position [597] that at the end of 1943—at the end of April, 1943, that that contract, that same contract still continued in existence in legal effect? [598]

Mr. Nourse: Yes. My position is that about the first of April, 1943, the parties then, under the terms of the existing contract, agreed on certain terms and conditions, which were to follow through the year. That is, wage classifications, rates of pay, seniority; matters of that kind. And that then as of May 1st,



I think several days later than May 1st, but referring back to that contract, the present instrument was executed.

Trial Examiner Schneider: Is this a fair statement of what you deem to be the facts with respect to renewals, that in April, sometime in April or early in May, 1943, you entered into an agreement with the E.M.A. for a one year period from that date, of 1943, forward, and incorporated in that agreement, by reference or otherwise, the terms and conditions, other than the termination date provided in the previous contracts?

Mr. Nourse: Not all of them. Some of them were deleted. And others were carried through. But in addition to that, that during the continuation of the contract of April, which was dated sometime in April, 1942, and before its expiration they agreed on certain terms and conditions to be carried on through the following year, as to wage scales, rate classifications, and seniority rights, and then with reference to the old contract, and with an expressed statement that was a continuation of the contractual relationship. [599]

Those wage scales and classifications and matters of that kind were set forth in a new instrument which meant merely a continuing, in effect, of the old contractual relationship.

Trial Examiner Schneider: Well then, am I correct in this respect, that your contention is that the contract which was in existence in April, 1942, to April, 1943, was a contract incorporating certain

terms and conditions of employment contained in previous contracts?

Mr. Nourse: Yes.

Trial Examiner Schneider: Adding certain new ones?

Mr. Nourse: You mean 1942, now?

Trial Examiner Schneider: From 1942 to 1943.

Mr. Nourse: I don't believe the ones from 1942 to 1943—I am talking from memory—contain anything that the one from 1941 to 1942 didn't contain.

Trial Examiner Schneider: Very well. So that it contained terms and conditions of employment taken from the contract of previous years?

Mr. Nourse: My memory is it was merely a letter binding upon us, for the following year.

Trial Examiner Schneider: And differing from the previous contracts by reason of a statement that it was effective from April, 1942 to April, 1943?

Mr. Nourse: I don't understand that. [600]

Trial Examiner Schneider: Well, did the agreement, which was in effect from April, 1942 to April, 1943, have a statement that it was effective from April, 1942 to April, 1943?

Mr. Nourse: April 30, yes.

Trial Examiner Schneider: It had a termination date of April 30, 1943?

Mr. Nourse: Yes.

Trial Examiner Schneider: Now, the agreement which was made in April, 1943, incorporated certain provisions regarding terms and conditions of employment taken from the April, 1942, contract?

Mr. Nourse: Certain ones that, during the con-

tinuation of that contract, had been agreed upon between the parties. They were not the original terms of it. In other words, the parties were free to amend their contract during the year, to come to new wage agreements and things of that kind. That is specifically provided for in the 1942 contract. They did do so. Those things, after having been agreed upon, and agreed they would continue during the coming year, were incorporated in the instrument which constituted the evidence of the contract between the parties, and which is undated, which recites it should be effective as of May 1, 1943. Do I make it clear? [601]

Trial Examiner Schneider: Well, I will pass that for the moment and go on to the Board's motion to amend the complaint; Board's Exhibit 8.

I will ask, Mr. Nourse, do you have any objection to the amendment of the complaint?

Mr. Nourse: Well, I don't see how I could have, on the face of it. When I say how I could have, could I make myself clear?

They allege here that this contract was entered into on or about May 1st. As far as an allegation of pleading goes, as a pleading goes, that is all right. I want to make it clear that we deny that. We claim it was a continuing contractual relationship, and that you can't litigate as to this without affecting the whole of that contractual relationship. But he says it was May 1, 1943. And I presume that if this goes in it will be deemed denied. [608]

Trial Examiner Schneider: We will proceed.

The Board's motion to amend the complaint, Board's Exhibit 8, is granted. [610]

Mr. Esterman: The Board will stipulate that on May 6, 1941, a charge was filed with the 21st Regional Office, by the International Association of Machinists, Welders, and Production Workers, Local 311, A.F.L., alleging, first, that Gilfillan Bros., Inc. "have encouraged and otherwise interfered with the formation of the E.M.A.";

Second, that the company did, through its officers, agents and employees on or about April 29, 1941, discriminatorily discharge one Frank C. Thee because of his activity in [614] behalf of the charging union;

And finally that the company, through its officers agents, and employees, by the acts just recited, and by other acts and conduct interfered, restrained and coerced its employees within the meaning of Section 81 of the Act.

The Board will stipulate further, that on the recommendation of Field Examiner Cameron, and with the approval of the Regional Director, of the 21st Region, the matter was settled substantially as follows: The charge was withdrawn by the charging union on August 18, 1941, and the company on its part, in response to a letter from the National Labor Relations Board, 21st Region, dated November 7, 1941, reading as follows:

Gilfillan Bros. Inc.

1815 Venice Blvd.,

Los Angeles, Calif.

Gentlemen:           “Att: Mr. S. W. Gilfillan

“In settlement of this case and pursuant to our conference several weeks ago, I suggest that you address a letter to me at the National Labor Relations Board, stating

“(1) That the company agrees that it will instruct its foremen and lead men not to accept places on committees of labor organizations having members in the employ [615] of Gilfillan Bros. Inc., and not to influence the employees with respect to union affiliations in any other manner;

(2) That the Company agrees that it will not in any manner dominate or interfere with the administration of the Employees Mutual Association or any other labor organization having members among its employees;

(3) That the company will post a copy of its letter in a conspicuous place in its establishment for a period of sixty days.

“Very truly yours,

(Signed) KENNETH CAMERON

“Field Examiner”

wrote a letter on November 11, 1941, addressed to Mr. Kenneth Cameron, at the 21st Region in Los Angeles; said letter being in form and contents as follows:



“Mr. Kenneth Cameron

“National Labor Relations Board

“TwentyFirst Region

“U. S. Postoffice and Courthouse

“Los Angeles, California

“Dear Mr. Cameron:

“In answer to your letter of November 7, 1941, [616] please be advised that this company agrees;

“1) That it will instruct its foremen and lead men not to accept places on committees of labor organizations having members in the employ of Gilfillan Bros. Inc., and not to influence the employees with respect to union affiliations in any other manner;

“2) That it will not in any manner dominate or interfere with the administration of the Employees Mutual Association or any other labor organization having members among its employees;

“3) That it will post a copy of this letter in a conspicuous place in this establishment for a period of sixty days.

“Very truly yours,

“GILFILLAN BROS. INC.

“S. W. GILFILLAN,

“President.” [617]

The Board will further stipulate that a carbon copy of the company's letter of November 11, 1941, was immediately posted by Gilfillan Brothers.

That in the matter of Gilfillan Brothers, Inc., and United Electrical and Radio Workers of America, Local 1421, Case No. 21-R-111, there was filed before the National Labor Relations Board, Twenty-First Region, on the 1st of May, 1937, a Petition for Investigation and Certification of Representatives, pursuant to Section 9 (c) of the National Labor Relations Act.

That pursuant to that petition an election was held under the supervision of the National Labor Relations Board on May 19, 1937, which resulted in 33 ballots being cast for Local 1421; 71 ballots cast for Employees Mutual Association.

That the results of that election were certified and it was certified as having been conducted in a fair and impartial manner by the Field Examiner for the National Labor Relations Board and representatives of Local 1421, representatives of the Employees Mutual Association and of representatives of Gilfillan Brothers.

And that thereafter, after said election, the results thereof were certified to by the Twenty-First Regional office of the Board, as required by Subdivision C of Section 9 of the National Labor Relations Act.

That this stipulation supercedes any stipulation on the [618] record relating to the subject of the 1937 election.

Mr. Nourse: I accept the stipulation.

Mr. Wilson: I accept the stipulation. [619]